



भारत का राजपत्र

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सं० 42] नई दिल्ली, शनिवार, अक्टूबर 18, 1969/प्राप्तिका 26, 1891

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इस भाग में भिन्न पृष्ठ संलग्न वी जाती है जिससे कि यह भलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 24 सितम्बर, 1969 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 24th September, 1969:—

Issue No.	No. and Date	Issued by	Subject
321	S.O. 3751, dated 15th September, 1969.	Ministry of Foreign Trade and Supply.	Proposals for subjecting linoleum to quality control and inspection prior to export.
	S.O. 3752, dated 15th September, 1969.	Do.	Recognition of the Inspection Agencies for quality control and inspection of linoleum prior to its export.
	S.O. 3753, dated 15th September, 1969.	Do.	The Export of Linoleum (Quality Control and Inspection) Rules, 1969.
322	S.O. 3754, dated 15th September, 1969.	Ministry of Information and Broadcasting.	Approval of the films specified in the schedule therein.
	एस० ओ० 3755, दिनांक सूचना और प्रसारण अनुसूची में दी गई फिल्मों को स्वीकृत 15 सितम्बर, 1969. मंत्रालय करना।		
323	S.O. 3835, dated 17th September, 1969.	Election Commission of India.	Making the correction in the Delimitation of Parliamentary and Assembly Constituencies Order, 1966.

Issue No.	No. and Date	Issued by	Subject
324	S.O. 3836, dated 17th September, 1969.	Ministry of Home Affairs.	Appointment of the 2nd day of October, 1969, as the date on which the Union Territories (Separation of Judicial and Executive Functions) Act 1969. (19 of 1969) shall come into force in all the areas of the Union Territory of Delhi.
	S.O. 3837, dated 17th September, 1969.	Do.	Schedule showing the delegation of powers and functions under the Code of Criminal Procedure 1898 (5 of 1898), as amended by the Union Territories (Separation of Judicial and Executive Functions) Act 1969 (19 of 1969) to the Administrator of the Union Territory of Delhi.
	का० आ० 3838, दिनांक गृह मंत्रालय 17 सितम्बर, 1969.	संघ राज्य क्षेत्र (न्यायिक और कार्यपालिक कृत्यों का पृथक्करण) अधिनियम, 1969 (1969 का 19) का 2 अक्टूबर, 1969 को उस तारीख के रूप में नियम करना जिस तारीख को उक्त अधिनियम दिल्ली के सभ राज्य क्षेत्र के सभी क्षेत्रों में प्रकृत हो।	
	का० आ० 3839, दिनांक 17 सितम्बर, 1969.	तथैव	दिल्ली के संघ राज्य क्षेत्र के प्रशासक को, संघ राज्य क्षेत्र (न्यायिक और कार्यपालिक कृत्यों का पृथक्करण) अधिनियम, 1969 (1969 का 19), द्वारा यथा संशोधित दण्ड प्रक्रिया संहिता, 1898 (1898 का 5), के अधीन को शक्तियों और कृत्यों का प्रत्यायोजन दर्शित करने वाली अनुसूची।
325	S.O. 3840, dated 18th September, 1969.	Ministry of Information and Broadcasting.	Approval of the film specified in the Schedule therein.
	एस० आ० 3841, दिनांक सूचना तथा प्रसारण अनुसूची में दी गई फिल्म को स्वीकृत करना।	मंत्रालय	

Issue No.	No. and Date	Issued by	Subject
326	S.O. 3842, dated 18th September, 1969.	Election Commission of India.	Bye-election to the Council of States by the elected members of the Uttar Pradesh Legislative Assembly to fill the vacancy caused by the death of Shri Ram Singh.
	एस० ओ० 3843, दिनांक भारत निवाचन आयोग 18 सितम्बर, 1969.	सदस्यों द्वारा राज्य सभा में श्री राम सिंह की मृत्यु हो जाने के कारण रिक्त स्थान की पूर्ति के लिये उप-निवाचन।	
327	S.O. 3844, dated 21st September, 1969.	Ministry of Industrial Development, Internal Trade and Company Affairs.	The Motor Cars (Distribution and Sale) Control (Amendment) Order, 1969.
328	S.O. 3845, dated 22nd September, 1969.	Ministry of Finance	Delegation of powers exercisable by a Deputy Controller of Customs to Shri M. S. Kharkar, Assistant Collector of Customs, Bombay Customs House.
329	S.O. 3974, dated 23rd September, 1969.	Ministry of Law	Bye-election to the Council of States by the elected members of the Legislative Assembly of Tamil Nadu.
	S.O. 3975, dated 23rd September, 1969.	Do.	Bye-election to the Council of States by the elected members of the Legislative Assembly of Uttar Pradesh.
	स० ओ० 3976, दिनांक 23 सितम्बर, 1969.	विधि मंत्रालय	तमில் நாடு விவான ஸ்தா கே நிர்வாகித सदस्यों द्वारा राज्य सभा का उप- चुनाव।
	एस० ओ० 3977, दिनांक 23 सितम्बर, 1969	तर्वर	उत्तर प्रदेश विवान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा का उप-चुनाव।
330	S.O. 3978, dated 24th September, 1969.	Ministry of Home Affairs.	Declaring the duty by every person referred to in the Border Security Force Act, 1968, serving in Gujarat for a period of three months with effect from the 20th September, 1969 as active duty.
	S.O. 3979, dated 24th September, 1969.	Do.	Declaring the duty by every person referred to in the Border Security Force Act 1968, serving in Assam for a period of three months with effect from the 11th September 1969, as active duty.

Issue No.	No. and Date	Issued by	Subject
	S.O. 3980, dated 24th September, 1969.	Ministry of Home Affairs,	Declaring the duty by every person referred to in the Border Security Force Act 1968, serving in Tripura for a period of three months with effect from the 15th September, 1969, as active duty.
	S.O. 3981, dated 24th September, 1969.	Do.	Declaring the duty by every person referred to in the Border Security Force Act 1968, serving in Punjab for a period of three months with effect from the 19th September 1969, as active duty.
331	S.O. 3982, dated 24th September, 1969.	Ministry of Information and Broadcasting.	Approval of the films specified in the schedule therein.

एस० ओ० 3983, दिनांक सूचना तथा प्रसारण अनुसूची में दी गई फ़िल्मों को स्वीकृत 24 सितम्बर, 1969. मंत्रालय करना।

अपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धन, सिविल लाइन्स, विल्सो के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(क्षेत्र मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विविध घारेज और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

ORDERS

New Delhi, the 12th September 1969

S.O. 4162.—Whereas the Election Commission is satisfied that Shri Bishwanath Agarwal, R. O. Village and P. O. Thakurganj District Purnea, a contesting candidate for election to the Bihar Legislative Assembly from Thakurganj Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Bishwanath Agarwal, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/128/69(15).]

New Delhi, the 24th September 1969

S.O. 4163.—Whereas the Election Commission is satisfied that Shri Gopal Mahra R/O Village Mitipur, P.O. Sahdighari District Saran (Bihar) a contesting candidate for election to the Bihar Legislative Assembly from Kateda Assembly Constituency held in February, 1969 has failed to lodge an account of his election expenses in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Gopal Mahra, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/24/69(17).]

S.O. 4164.—Whereas the Election Commission is satisfied that Shri Janardan Pratihast, R/O Village and P.O. Hathna, Dt. Saran (Bihar), a contesting candidate for election to the Bihar Legislative Assembly from Bhore Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Janardan Pratihast to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/25/69(18).]

By Order,

A. N. SEN, Secy.

भारत निर्वाचन आयोग

प्रावेश

नई दिल्ली, 12 सितम्बर, 1969

एस० ओ० 4165:—यतः, निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए निर्वाचन के लिए ठाकुरगंज निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री विश्वनाथ अग्रवाल निवासी गा० पो० ठाकुरगंज, जिला पूर्णिया, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं :

ग्रोर, यतः उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिये जाने पर भी, अपनी इस सफलता के लिए कोई कारण अद्यता स्पष्टीकरण नहीं दिया है तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब; उक्त अधिनियम की धारा 10-के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री विश्वनाथ अग्रवाल को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अध्यवा परिषद् के सदस्य चुने जाने ग्रोर होने के लिए इस भादेश की तारीख से तीन बर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं० बिहार-वि० सं०/128/69/(15)]

नई दिल्ली, 24 सितम्बर, 1969

एस० औ० 4166:—यतः, निर्वाचन आयोग का समाधान हो गया है कि फरवरी, 69'को हुए बिहार विधान सभा के लिए निर्वाचन के लिए कटौता निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री गोपाल महरा निवासी ग्राम मिलुपुर, पो० सहडिगरी, जि०-सारन (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन ध्ययों का लेखा दाखिल करने में असफल रहे हैं ;

ग्रोर, यतः, उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अद्यता स्पष्टीकरण नहीं दिया है तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः; अब, उक्त अधिनियम की धारा 10-के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री गोपाल महरा को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अध्यवा विधान परिषद् के सदस्य चुने जाने ग्रोर होने के लिए, इस भादेश की तारीख से तीन बर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं० बिहार-वि० सं०/24/69(17)]

एस० औ० 4167:—यतः, निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए निर्वाचन के लिए मोरे निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जनार्दन प्रतिहस्त निवासी ग्राम तथा पो०-हथुआ, जिला-सारन (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन ध्ययों का लेखा दाखिल करने में असफल रहे हैं ;

ग्रोर, यतः; उक्त उम्मीदवार ने, उसे सम्यक् सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अद्यता स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उस के पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री जनार्दन प्रतिहस्त, को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अध्यवा विधान परिषद् के सदस्य चुने जाने ग्रोर होने के लिए, इस भादेश की तारीख से तीन बर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं० बिहार-वि० सं०/25/69(18)]

भादेश से,

ए० एन० सेन, सचिव ।

ORDER

New Delhi, the 25th September 1969

S.O. 4168.—Whereas the Election Commission is satisfied that Shri Subramany, 44-Masonary Block Marikuppam, Kolar Gold Fields-5 (Mysore State), a contesting candidate for the bye-election to the Mysore Legislative Assembly from 68-Kolar Gold Fields constituency, held in November, 1968 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after due notice has not given any reason or explanation for the failure, and the Election Commission is further satisfied that he has no good reason or justification for such failure.

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Subramany to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MY-LA/68/68/Bye.]

By Order,

ROSHAN LAL, Secy.

प्रधान

नई दिल्ली, 25 सितम्बर, 1969

एस० एम० 4169 :—यतः निर्वाचित प्रायोग का समाधान हो गया है कि नवम्बर, 1968 में हुए मैसूर विधान सभा के लिए उप-निर्वाचित के लिए 68-कोलार गोल्ड फील्ड्स निर्वाचिन—क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री सुश्रमणी 44-मैसनरी ब्लाक मरिकुप्प-, कोलार गोल्ड फील्ड्स-5 (मैसूर राज्य), लोक प्रति-प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बमाए में नियमों द्वारा अपेक्षित अपने निर्वाचित व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

धीर, यतः उक्त उम्मीदवार उसे समूचे सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचित प्रायोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है ;

यतः, अब, उक्त अधिनियम की धारा 10—के अनुसरण में निर्वाचित प्रायोग एतद्वारा उक्त श्री सुश्रमणी को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निर्वाचित घोषित करता है ।

[स० म० —वि० स० / 68/68/उप]

प्रादेश से,

रोशन साल, सचिव ।

MINISTRY OF HOME AFFAIRS

New Delhi, the 8th October 1969

S.O. 4170.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and other Instruments) Rules, 1958, namely:—

1. (1) These rules may be called the Authentication (Orders and other Instruments) Seventh Amendment Rules, 1969.
- (2) They shall come into force on the date of their publication in the Official Gazette.
2. In rule 2 of the Authentication (Orders and other Instruments) Rules, 1958, clauses (25) to (39) shall respectively be renumbered as clauses (26) to (40) and before the clauses as so re-numbered, the following clause shall be inserted, namely:—

“(25) in the case of orders and other instruments relating to the Ministry of Irrigation and Power, by the Director (Foreign Exchange and Power) or Deputy Director (Power) in that Ministry; or”.

[No. 3/7/69-Pub. I.]

K. R. PRABHU, Jt. Secy.

गृह भंग्रालय

नोटिस

नई दिल्ली, 3 अक्टूबर, 1969

एस० श्रो० 4171:—इसके द्वारा, लेख्य प्रमाणक नियम (नोटेरीज रूल्स), 1956 के नियम 6 के अनुसार, सक्षम प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी को श्री सांवत राज महता, अधिकक्षता, बालोक्ता (राजस्थान) ने उक्त नियमों के नियम 4 के अधीन, जिला बाड़मेर और जालौर में लेख्य प्रमाणक (नोटेरी) का काम करने की नियुक्ति के लिए आवेदन पत्र भेजा है। उनका मुख्यालय बालोक्ता में होगा।

उक्त व्यक्ति की लेख्य प्रमाणक के रूप में नियुक्ति के बारे में यदि कोई आपत्तियां हों तो वे इस नोटिस की प्रकाशित होने के बौद्धिक दिन के अन्वर नीचे हस्ताक्षर करने वाले को लिखकर भेज दिये जायें।

[सं० 22/16/69 न्यायिक-3]

के० त्यागराजन,
सक्षम प्राधिकारी।

ERRATUM

In the Ministry of Home Affairs notification No. 3/13/67-Pub. I, dated 23rd June 1969, published as S.O. 2570 in the Gazette of India, Part II—Sec. 3, Sub-section (ii), dated the 5th July 1969, clause 20 of the Authentication (Orders and Other Instruments) Fourth Amendment Rules, 1969 should be read as under:—

“(20) in the case of orders and other instruments relating to the Administrative Vigilance Unit in the Ministry of Health and Family Planning, and Works, Housing and Urban Development (Department of Works, Housing and Urban Development), by an Assistant Vigilance Officer in that Department and in the case of orders and other instruments relating to the Works Division of that Department by a Section Officer in that Division; or”

CABINET SECRETARIAT**(Department of Statistics)***New Delhi, the 20th September 1969*

S.O. 4172.—In pursuance of sub-rule (2) of rule 9, Clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services, (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the Cabinet Secretariat No. S.R.O. 633, dated the 28th February, 1957, namely:—

In the Schedule to the said notification—

- (i) in the entries under "Part I—General Central Service, Class II", under the heading "Directorate of National Sample Survey", against the item "All Gazetted post" in column 1 for the entry "Secretary, Department of Statistics" occurring in columns 2 and 3, the entry "Director, Central Statistical Organisation and *ex-officio* Joint Secretary in the Department of Statistics" shall be substituted; and
- (ii) in the entries under "Part II—General Central Service, Class III" under the heading "Directorate of National Sample Survey", against item (i) in column 1, for the entry "Secretary, Department Statistics" occurring in column 5, the entry "Director, Central Statistical Organisation and *ex-officio* Joint Secretary in the Department of Statistics" shall be substituted.

[No. F. 3/17/69-Estt. II.]

K. P. GEETHAKRISHNAN, Dy. Secy.

मंत्रीमंडल सचिवालय**सांख्यिकी विभाग**

नई दिल्ली, 20 सितम्बर, 1969

एस० ओ० 4173.—केन्द्रीय नागरिक सेवा (वर्गीकरण, नियंत्रण) नियम 1953 के नियम 9 के उप-नियम (2), नियम 12 के उपनियम (2) के खंड (बी) तथा नियम 24 के उपनियम (i) (को नियम 34 के साथ पढ़ते हुए) के अनुसार राष्ट्रपति भारत सरकार, मंत्रीमंडल सचिवालय की अधिसूचना संख्या एस० ओ० 633 दिनांक 28 फरवरी, 1957 में आगे निम्नलिखित संशोधन करते हैं श्रार्थात् :—

उक्त अधिसूचना की अनुसूची में—

- (i) "भाग (I)—सामान्य केन्द्रीय सेवा, श्रेणी II" के अधीन प्रविष्टियों में, "समस्त राजपत्रित पद" विषय के सामने "राष्ट्रीय नमूना सर्वेक्षण निदेशालय" शीर्ष के अन्तर्गत स्तरम् 1 में "सचिव, सांख्यिकी विभाग" प्रविष्टि के लिए स्तरम् 1 तथा 2 में आने वाली "निदेशक, केन्द्रीय सांख्यिकीय संगठन एवं सांख्यिकी विभाग के पदेन संयुक्त सचिव" प्रविष्टि रखी जायेगी ; और
- (ii) "भाग II—सामान्य केन्द्रीय सेवा, श्रेणी III" के अधीन प्रविष्टियों में स्तरम् 1 में विषय (i) के सामने "राष्ट्रीय नमूना सर्वेक्षण निदेशालय" शीर्ष के अन्तर्गत स्तरम् 5 में आने वाली "सचिव, सांख्यिकी विभाग" प्रविष्टि के स्थान पर "निदेशक, केन्द्रीय सांख्यिकीय संगठन एवं सांख्यिकी विभाग के पदेन संयुक्त सचिव" प्रविष्टि रखी जायेगी ।

[सं. फा० 3/17/69 प्रशा० II]

के० पी० गीताकृष्णन्, उप सचिव ।

MINISTRY OF FINANCE

(Department of Banking)

New Delhi, the 7th October 1969

S.O. 4174.—In pursuance of sub-section (2) of Section 21 of the Industrial Finance Corporation Act, 1948 (15 of 1948), the Central Government on the recommendation of the Board of Directors of the Industrial Finance Corporation of India, hereby fixes 5½ per cent (Five and three fourth per cent) per annum as the rate of interest payable on the bonds to be issued by the said Corporation on the 3rd November, 1969 and maturing on the 3rd November, 1981.

[No. F. 2(58)-Corp/69.]

M. K. VENKATACHALAM,
Director (Investments).

वित्त मंत्रालय

(Banking विभाग)

नई दिल्ली, 7 अक्टूबर, 1969

S.O. No. 4175.—भौगोलिक वित्त नियम प्रसिद्धिनियम, 1948 (1948 का 15वां) की घारा 21 की उपधारा (2) के अनुसार भारत सरकार ने भारतीय भौगोलिक वित्त नियम के निदेशक योग्य की सिफारिश पर, एतद्वारा उपर्यूक्त नियम द्वारा 3 नवम्बर, 1969 को जारी किये जाने वाले तथा 3 नवम्बर, 1981 को परिपक्व होने वाले बाण्डों पर देय व्याज की दर 5 3/4 प्रति-शत (पाँच छः प्रतिशत) वार्षिक निर्धारित की है।

[संख्या एफ० 2 (58) —कारपोरेशन-69]

एम० क० वेंकटाचलम,
निदेशक (निवेश)।

(Department of Banking)

New Delhi, the 8th October 1969

S.O. 4176.—In exercise of the powers conferred by section 33 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply till the 5th October, 1970, to the Vijaya Bank Ltd., Mangalore, in respect of the immovable property (plot of land bearing T.S. No. 832), held by it at Mangalore (South Kanara).

[No. F. 15(25)-BC/68.]

New Delhi, the 8th October 1969

S.O. 4177.—In exercise of the powers conferred by sub-section (6) of section 6 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969 (22 of 1969), the Central Government hereby specifies the 18th day of January, 1970, as the date before which an existing bank shall apply to the Central Government for an interim payment of one-half of the amount of its paid-up share capital.

[No. F.21/3/69-SB.]

S.O. 4178.—In exercise of the powers conferred by sub-section (4) of section 6 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969 (22 of 1969), the Central Government hereby specifies the 18th day of January, 1970 as the date before which the option referred to in sub-section (3) of that section shall be exercised by an existing bank.

[No. F.21/3/69(1)-SB.]

K. YESURATNAM, Under Secy.

**OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, HYDERABAD
CENTRAL EXCISE**

Hyderabad, the 19th May 1969

S.O. 4179.—In exercise of the powers conferred on me under Rule 173G(4) of the Central Excise Rules, 1944, I hereby direct the assessees manufacturing the excisable commodities listed in Column 3 of the table appended to this Notification to maintain an account for principal raw-materials shown against each in Col. 4 of the table in the form IV prescribed under Collectorate Trade Notice No. 56/68 SRP 1/68 dated 18th May, 1968 or in such other form as has been duly approved in individual cases. The accounts for the raw-materials should be maintained for the quantity issued for manufacture and not for the quantity which have actually been used in the manufacture.

2. The assessees to whom this Notification applied are also hereby directed to furnish a quarterly return in Form R.T. 5 prescribed under the Central Excise Rules, 1944, for the principal raw-materials now being notified.

STATEMENT I

List of excisable commodities under Self Removal Procedure and names of their principal raw materials for accounts and furnishing of returns

S. No.	Tariff item No.	Description	Names of Important raw materials
1	2	3	4
1	1	Sugar	Sugar cane and/or beetroot.
2	1A	Confectionery.	Sugar.
3	3	Tea	Green Leaf.
4	4 II	Cigars and cheroots.	Manufactured tobacco.
5	12	Vegetable non-essential oils.	(i) Oil seeds. (ii) Oil cake for extraction plants. (iii) Unprocessed VNE Oil for processing plants.
6	13	Vegetable product.	V.N.E. Oils.
7	14A	Soda Ash.	Common Salt.
8	14B	Caus ic Soda.	Common Salt.
9	14 FB	Sodium Silicate.	Soda Ash.
10	14 C	Glycerine	1. Soap spent lye and/or sweet water lye. 2. Commercial Glycerine for refrig plants.
11	14 D	Synthetic Organic Dye-Stuffs.	Main raw material will differ for dillerer's dyes and Collectors may prescribe any one principal raw material.
12	14 DD	Synthetic Organic products.	Chemical compound/compounds having the optical bleaching property, such as sodium salt of Benzoyl Diamino Stilbene Disulphonic Acid.
13	14 G	Sulphuric Acid.	Sulphur and/or Pyrites.

1	2	3	4
14	14 H	Carbonic Acid Gas (Car-bon-dioxide).	(i) Coke, or (ii) Light Diesel or (iii) any other material containing carbonates used for Co ₂ production.
15	15 S	Soap	VNE oil or other fats including resin and/or Soap stocks.
16	15 A	Artificial or synthetic resins & Plastic Materials and articles thereof.	Raw materials will differ from resin to resin and Collector may prescribe any important raw material for each resin in his discretion, where he thinks correlation is possible.
17	15 AA	Surface Active Agents.	The Chemical compound which is a Surface Active Agent.
18	15 B	Cellophane.	Wood pulp.
19	16 A	Rubber products for Latex Framsponge.	Rubber Latex.
20	18	Rayon and Synthetic Fibre and yarn.	<p>1. Staple fibre of Cellolosic Raw material. wood pulp</p> <p>2. Viscose yarn</p> <p>3. Yarn spun our cellulose staple fibre.</p> <p>4. Nylon continuous filament Caprolactum (Eoneimer)</p> <p>5. Terene Staple Fibre Polyester</p> <p>6. Terene continuous Filament Polymer chips</p> <p>7. Cellulose Acetate Yarn & Fibre Wood pulp or Ethyl Alcohol.</p> <p>8. Acrylic Fibre Acryl mitrite.</p>
21	18 B	Woollen yarn (a) worsted (b) others	<p>1. Wool top for worsted woollen yarn.</p> <p>2. Raw wool for others.</p> <p>3. Old woollen fabrics etc., for shoddy wool.</p>
22	21	Woollen Fabrics	<p>1. Woollen yarn or</p> <p>2. Grey Fabrics (for processing units).</p>
23	22	Rayon or Art Silk Fabrics.	<p>1. Rayon and/or</p> <p>2. Grey Fabrics (for processing units).</p>
24	22 B	Textile Fabrics Impregnated.	Fabrics.
25	23	Cement	(i) Limestone & (ii) Gypsum.
26	23 C	Asbestos Cement Products.	(i) Portland Cement & (ii) Asbestos.
27	25	Iron in any crude form	Iron ore
28	25	Steel Ingots]	Iron ore and/or steel scrap.
29	25 A	Copper & Copper Alloys.	<p>1. Copper Ingots, or Copper scrap or copper ore</p> <p>2. Gullies (for rolling mills).</p>
30	26AA	Iron & steel products.]	<p>(i) Steel Ingots or</p> <p>(ii) Semi-finished steel, or (iii) scrap</p> <p>(iv) For pipes—Plates or sheets or skelp or strips or flats or billets.</p>
31	26 B		<p>(i) Zinc ore or</p> <p>(ii) Ingots and Bars, or</p> <p>(iii) Plates & sheets.</p>
32	27	Aluminium	<p>(i) Bauxite or</p> <p>(ii) Ingots & Bars or</p> <p>(iii) Scrap or</p> <p>(iv) Aluminium dross</p>
33	27A	Lead	<p>(i) Ore and/or</p> <p>(ii) scrap.</p>

1	2	3	4
34	28	Tin Plates and Tinned sheets.	Plates or sheets or strips.
35	29	Internal Combustion Engines.	(a) Block castings or (b) Crank cases or (c) Nozzle holders and fuel pumps.
36	29 A	Refrigerating and Air conditioning Appliances and Machinery.	1. Refrigerators and Compressors Air Conditioners. 2. Compressors—Compressor Block or Rotor & Stator. 3. Condensors—Copper tubing. 4. Thermostats—Power element.
37	30	Electric Motors.	1. Bearings. 2. Stampings for manufacture of stators only.
38	31	Electric Batteries and parts thereof. 1. Storage Batteries. 2. Dry Batteries. 3. Plates. 4. Containers and covers.	Containers. Zinc or Aluminium rods or Pellets or containers. Lead ingots or scrap. Hard rubber sheets.
39	32	Electric Lighting Bulbs & Fluorescent Lighting Tubes. (i) Bulbs. (ii) Fluorescent } Tubes Glass } Tube shells } (iii) Miniature bulbs.	Glass shells. Metal caps.
40	33	Electric Fans.	Electric Motors.
47	33 A	Wireless Receiving Sets.	(a) Valves or transistors, and (b) Gang condencors.
42	34	1. Motor Vehicles excluding Tractors. 2. Tractors.	1. Engine Blocks. 2. I.C. Engines.
43	37 A	Gramophones	Motor
44	38	Matches.	Potassium Chlorate.
45	39	Mechanical Lighters.	Body of Lighter.

[No. 3/69.]

Hyderabad, the 23rd May 1969

S.O. 4180.—In exercise of the powers conferred on me by rule 173-C (1) of the Central Excise Rules, 1944, I hereby prescribe the form in which prices and other connected data in respect of excisable goods assembled at *ad valorem* rates produced or warehoused by assessees to whom the provisions of Chapter VII-A of the said rules apply.

2. The list in the prescribed forms should be filed, in quadruplicate with the Superintendent of Central Excise having jurisdiction over the factory or warehouse, well in advance before such goods are removed for or put to home use for approval of the prices declared.

3. If after the approval of price lists by the Proper Officer, there is any alteration or modification in the prices or change in the mode of sale at any of the stages declared in the price list, either a fresh list in the prescribed form or an amendment to the list already filed, should be filed in quadruplicate well before giving effect to such alteration or modification of prices or change in the mode of sale for approval.

4. Along with the price list, a declaration giving details of the channel of marketing the goods for which price lists as above are filed up to the stage of sale to wholesale consumers should be filed in quadruplicate. Details of sale-selling agents/sole distributor/authorised stockists employed by the assessee and brief

statement of the terms and conditions on which they are employed are required to be given. Attested or original copies of agreements should also be sent for perusal and return wherever called for.

5. All the assessees whose declaration of prices under Rule 173-C (1) of the Central Excise Rules, 1944 have already been filed by them and approved by proper officers should file a declaration of prices etc., in accordance with the provisions of this Notification as on 1st July, 1969 on or before 15th July, 1969.

Form of price lists.

Price list of M/s..... Holder of L.4 No.

In respect of..... (mention here the name of excisable goods).

Sl. No.	Full description of excisable goods	Unit of Sale	Quantity or No. packed in such unit.
1	2	3	4

Price charged by the manufacturer to the wholesale dealer or consumer, if there is direct sale to them.

Price per unit	Discounts allowed, if any.	Conditions governing grant of discount, if any, or whether it is uniformly available to all.	Details of taxes including CE duty included in the price.
5	6	7	8

Price charged by the manufacturer to the sole-selling agents/sole-distributor or authorised stockists

Name(s) and address(es) of sole distributor	Price charged per unit.	Discounts allowed, if any.	Conditions for grant of discount.	Details of taxes, including CE duty included in the price.
9	10	11	12	13

Price charged by the sole distributor/sole selling agent/authorised stockists to wholesale dealers/consumers.

Price charged per unit.	Discount allowed, if any.	Conditions for grant of discount or whether it is uniformly available to all.	Details of tax, including CE duty included in the price.
14	15	16	17

Assessable value	Remarks
18	19

I/We certify that the information given above is true and correct in all respects.

Signature of the assessee or his authorised agent.

Approval Order by Proper Officer.

Assessable value declared under Column 18 of the price list is approved/modified as Rs.....

Signature of Proper Officer _____
Designation.

NOTE:—1. Separate price lists should be filed for each excisable commodity manufactured and assessable to duty *ad valorem*. If the goods are assessed to duty under different sub-items of main tariff item, separate sections should be opened for the goods assessable under different sub-items.

2. Where sole-selling agent/sole distributor/stockists are not employed, the fact may be noted under column 9 and columns 10 to 17 left unfilled.

3. Where no sales direct to wholesalers/consumers are made by the manufacturers/warehouse licensee, the fact may be noted in a line across columns 5 to 8.

[No. 4/69 CE.]

Hyderabad, the 3rd September 1969

S.O. 4181.—In exercise of the powers conferred on me by rule 173-C (1) of the Central Excise Rules, 1944, I hereby direct that manufacturers of patent or proprietary medicines should, while submitting the price list in accordance with the directions contained in Collectorate Notification No. 4/69-CE dated 23rd May 1969 give therein the following additional particular, namely:—

“Retail price as declared in the Drugs Prices Display Control Order”.

[No. 7/69.]

M. L. ROUTH, Collector.

BOMBAY CENTRAL EXCISE COLLECTORATE**CENTRAL EXCISES****Manufactured Products****Bombay, the 27th September 1969**

S.O. 4182.—In exercise of the powers conferred upon me under Rule 233 of the Central Excise Rules, 1944, I hereby rescind the Collectorate Notification No. CER. No. 233/38/(2)/66 dated 25th June 1966.

[No. CER-233/3/(Matches)/69.]

A. K. ROY, Collector.

OFFICE OF COMMISSIONER OF INCOME TAX, RAJASTHAN**ORDER****Jaipur the 6th October 1969**

S.O. 4183.—In exercise of powers delegated by the Central Government under sub-section (1) of Sec. 287 of the Income-tax Act, 1961 (43 of 1961) and under the authority given by the Central Board of Direct Taxes, Ministry of Finance, Department of Revenue & Insurance, Government of India, New Delhi, I, the undersigned, hereby publish the names and other particulars of the persons on whom a penalty of Rs. 5,000/- and above was levied for defaults under sections 271(1)(a), 271(a)(b), 271(1)(c), 273 and 221 of the Income-tax Act, 1961 during the financial year 1968-69 publication of which has been considered necessary in public interest:—

List of persons on whom a penalty of Rs. 5,000/- and above was imposed during the financial year 1968-69

S. No.	Name of the assessee	Status	Amount	Assessment year
1	M/s. Dholpur Glass Works (P) Ltd., Dholpur	Co. Ltd.	9,500	1963-64
2	Do.	Do.	14,296	1962-63
3	Do.	Do.	2,471	1963-64
4	Shri Kishan Agrawal.	Ind.	15,038	1962-63
5	M/s. Eastern Commodities (P) Ltd., Jaipur	Ltd. Co.	10,000	1964-65
6	Do.	Do.	19,175	1964-65
7	Do.	Do.	20,958	1963-64
8	Do.	Do.	10,000	1965-66
9	M/s. Gokaldas Ramchandra, Diggi Bazar, Ajmer	Regd. Firm	10,000	1964-65
10	M/s. Sharma & Co., Bhatiani Chohatta, Udaipur	Do.	5,993	1962-63
11	M/s. Shriram Harichand Pilibanga, Sriganganagar	Do.	6,100	1962-63
12	M/s. Ramlal Shyam Lal Bhadra, Sriganganagar	Do.	7,235	1964-65
13	Do.	Do.	12,390	1963-64
14	M/s. Sheonathrai Shyam Surder, Sriganganagar	Do.	13,230	1964-65
15	Shri Madansingh Prop. Preshant Transport Company, Bikaner	Ind.	12,000	1962-63

[No. J-3/Tax. Def./69-70/7269.]

V. S. DESIKACHARI, Commissioner.

MINISTRY OF FOREIGN TRADE AND SUPPLY

(Department of Foreign Trade)

(RUBBER CONTROL)

New Delhi, the 10th October 1969

S.O. 4184.—In pursuance of sub-section 3(a) of section 4 of the Rubber Act, 1947 (24 of 1947), the Central Government have appointed Shri T. V. Swaminathan, I.A.S., as Chairman, Rubber Board, Kottayam, until further orders.

2. Shri T. V. Swaminathan, took charge of the post of Chairman, Rubber Board, Kottayam, on the forenoon of the 12th September, 1969.

[No. F. 21(13)Plant(B)/69.]

M. L. GUPTA, Under Secy.

MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Industrial Development)

New Delhi, the 7th October 1969

S.O. 4185/15/IDRA/69.—In exercise of the powers conferred by section 15 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby rescinds the notification of the Government of India, in the Ministry of Industrial Development, Internal Trade and Company Affairs, (Department of Indl. Dev.) No. S.O. 1954/15/IDRA/69, dated the 14th May, 1969.

[No. 9(3)Lic. Pol./69.]

R. C. SETHI, Under Secy.

जात, हृषि, सामुदायिक विकास संथा सहकारिता मंत्रालय

(हृषि विभाग)

आदेश

नई दिल्ली, 27 सितम्बर 1969

एस० ओ० 4186.—ग्रत्यावस्थक वस्तु अधिनियम, 1955 (1955 का 10) के खण्ड 5 के हारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार एतद् द्वारा निदेश देती है कि इस मन्त्रालय का आदेश एस० ओ० 1958 दिनांक 13 मई, 1969 जो कि इस मन्त्रालय के आदेश एस० ओ० 3479 दिनांक 29 अगस्त, 1969 के द्वारा संशोधित किया गया है, 31 मार्च, 1970 तक लागू रहेगा।

केन्द्रीय सरकार आगे निदेश देती है कि यह आदेश 1 अक्टूबर, 1969 से तथा जिस तारीख तक यह आदेश लागू रहेगा, निम्नलिखित जिलों पर भी लागू होगा :—

1 बरौच

2 बड़ौदा

[सं० 24-4/68 प्र० धन विकास-3.]

सुधेन्द्र ज्योति मजुमदार, अपर सचिव ।

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION.

(Department of Agriculture)

CORRIGENDUM

New Delhi, the 10th October 1969

S.O. 4187.—In the notification of the Government of India in the Ministry of Food, Agriculture, Community Development and Co-operation (Department of Agriculture) No. S.O. 3245, dated the 5th August, 1969 and published in the Gazette of India, Part II Section 3, Sub-section (ii) at pages 3450—3461, on 16th August, 1969, the following corrections are notified:—

1. The 'comma' appearing at the end of the third line from the bottom at page 3451 is to be deleted.
2. The word 'designation' appearing on the title to Schedule I on page 3452 should be corrected to read as 'designations'.
3. The word 'lentgh' appearing in the heading of column 3 of Schedule II should be corrected as 'length' (page 3453).
4. The word 'for' appearing in the 7th line of the contents of column 4 of Schedule II on page 3453 should read as 'or'.
5. The word 'extra/seml-stiff' appearing in the title to Schedule III on page 3454 should be corrected to read as 'extra stiff'.
6. The sign "@" occurring in line 3 of the contents of column 4 of Schedule VI on page 3457 should be corrected to read as "and".
7. The bracket sign appearing after the word 'black' in column 2 of Schedule V on page 3456 should be shown after the word 'over' occurring in column 1.
8. The bracket sign appearing after the word 'over' under column 1 in the same schedule on the same page is to be deleted.
9. The word 'clear' occurring in the 4th line of the contents of column 4 of Schedule V on page 3456 should be corrected to read as 'clean'.
10. The word 'pr' occurring in line 3 of the contents of column 4 of Schedule VIII on page 3459 should be corrected to read as 'or'.
11. The figure '3⁵' occurring in column 1 of Schedule VIII on page 3459 should be corrected to read as '3⁴'.
12. The word 'non-black' occurring in the 18th line from the bottom on page 3459 should be corrected to read as 'non-blacks'.
13. The figure '41' appearing against item 3(iii) on page 3461 should be corrected to read as '51'.
14. Print following design under Schedule XII on page 3461.

[No. F. 8-1/67AM.]

B. R. KAPOOR, Under Secy.

(Department of Cooperation)

New Delhi, the 4th October 1969

S.O. 4188.—In exercise of the powers conferred by Sub-Section (1) of Section 4 of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) and in supersession of the notification of the Government of India, in the Ministry of Food, Agriculture, C.D. and Cooperation (Department of Cooperation) No. F. 7-27/66-Credit, dated the 25th July, 1968, the Central Government hereby appoint Shri M. Subramanyam, Joint Secretary in the Ministry of Food, Agriculture, C.D. & Cooperation (Department of Cooperation) as the Central Registrar of Cooperative Societies.

[No. 7-27/66-Credit.]

S. SATYABHAMA, Dy. Secy.

MINISTRY OF INFORMATION AND BROADCASTING

ORDER

New Delhi, the 6th October 1969

S.O. 4189.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
 (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
1	2	3	4	5	6
1.	Maharashtra News No. 208	274. 32M	Director of Publicity Govern- ment of Maharashtra 68-Film Centre, Tardeo Road, Bombay-34.		Film dealing with news and current events (For release in Maha- rashtra Circuit only)

[No. F. 24/1/69-FP App. 1395.]

K. K. KHAN, Under Secy.

सूचना और प्रसारण मंत्रालय

आवेदा

नई दिल्ली, 6 अक्टूबर, 1969

एस० ओ० 4190:—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपमन्त्र के अन्तर्गत जारी किये गये निवेशों के अनुसार, केन्द्रीय सरकार फ़िल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद एतद्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फ़िल्म को उसके सभी भाषाओं के रूपान्तरों सहित जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करनी है:—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37वाँ केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।
 (2) बम्बई मिनेमा (विनियम) अधिनियम 1953 (1953 का 11वाँ बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।

द्वितीय अनुसूची

क्रम संख्या	फ़िल्म का नाम सम्बाई 35 मि० मी०	आवेशक का नाम मि० मी०	निर्माता का नाम	क्या फ़िल्म है या शिअः संबंधी किन्म है या समाचार और सामयिक घट-नाग्रों को फ़िल्म है या डाकुमेंट्री फ़िल्म है ।
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(1)	(2)	(3)	(4)	(5)	(6)
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(1) महाराष्ट्र समाचार संख्या 208	274, 32 मीटर	प्रचार निदेशक, महाराष्ट्र सरकार, समाचार और संबंधी 34	68 फ़िल्म सन्टर, तारदेव रोड, सामयिक घट-नाग्रों की फ़िल्म (केवल महाराष्ट्र स्किट के लिये)
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[संख्या एफ० 24/1/69—एफ०पी० परिशिष्ट 1395]
के० के० छान, अवर सचिव.

स्वास्थ्य, परिवार नियोजन, निर्माण, आवास और नगर विकास मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 30 अगस्त, 1969

एस० ओ० 4191.—भारतीय विभाजन (लोक स्वास्थ्य) नियम, 1954 के उपनियम (2) और (3) तथा भारतीय पत्तन स्वास्थ्य नियम, 1955, के नियम 89 के उपनियम (2) और (3) का अनुसरण करते हुये, केन्द्रीय सरकार, भारत के स्वास्थ्य मंत्रालय की अधिसूचना सं० एफ० 29—10/64—आई० एच० एफ० तारीख 7 अग्रेल, 1965 में एतद्वारा निम्नलिखित संशोधन करती है, प्रथमतः—

- उक्त अधिसूचना के अनुसूची में पैरा 2(क) में अंक “25” के स्थान पर अंक “31” प्रतिस्थापित किया जाएगा ।
- यह अधिसूचना शासकीय राजपत्र में अपने प्रकाशन के दस दिन पश्चात् प्रभावी होगी ।

[सं० एफ० 24-9/68 आई०एच०]

एस० श्रीनिवासन, अवर सचिव ।

MINISTRY OF HEALTH AND FAMILY PLANNING AND WORKS, HOUSING AND URBAN DEVELOPMENT

(Department of works, Housing and Urban Development)

New Delhi, the 7th October 1969

S.O. 4192.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column (1) of the table below, being gazetted officers of Government, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers, by or under the said Act, within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said table.

THE TABLE

Designation of officer (1)	Category of public premises and local limits of jurisdiction. (2)
1. The Deputy Director, India Botanic Garden, Sibpore, Howrah.	Premises under the administrative control of the Botanical Survey of India.
2. Regional Botanist, Central Circle, Botanical Survey of India, Allahabad.	

[No. F. 21011(4)/66-Pol.]

S.O. 4193.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column (1) of the table below, being officers equivalent to the rank of gazetted officers of Government, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, in respect of the public premises specified in the corresponding entry in column (2) of the said table.

THE TABLE

Designation of the officer (1)	Categories of public premises and local limits of jurisdiction (2)
1. The Manager, Duty Free Shop, Calcutta	Traveller's Lodge, Bhubneshwar. Traveller's Lodge, Konarak, Orissa.
2. The Controller, (Traveller's Lodge) Delhi	Traveller's Lodge, Khajuraho (Madhya Pradesh). Traveller's Lodge, Kushi Nagar. Traveller's Lodge, Kulu (Himachal Pradesh). Tourist Reception Centre, Varanasi. Traveller's Lodge, Sanchi (Madhya Pradesh). Qutb Restaurant, Qutab. (Delhi). Surajkund Restaurant, Surajkund. Taj Restaurant, Agra. Traveller's Lodge, Manali (Himachal Pradesh). Plot of land at Gwalior. Location between Kesar Bagh and Agricultural College. Plot No. 119, Naraina Industrial Estate, Delhi. Traveller's Lodge, Mandu (Madhya Pradesh).
3. The Manager, Laxmi Vilas Palace Hotel, Udaipur, Rajasthan	Ghana Bird Sanctuary Motel, Bharatpur, (Rajasthan). Laxmi Vilas Palace Hotel, Udaipur, Rajasthan.

I

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4. The Manager, Duty Free Shop,
Santa Cruz, Bombay

Tourist Restaurant, Ellora (Aurangabad). Tourist Restaurant-cum-Retiring Rooms, Ajanta (Maharashtra). Tourist Reception Centre, Jalgaon. Restaurant - cum - Retiring Room, Elephanta (Bombay). Plot of land acquired for putting up staff quarters attached to canteen at Ajanta.

[No. F. 21011(4)66-Pol. IV.]

S.O. 4194.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column (1) of the table below, being officers equivalent to the rank of gazetted officers of Government, to be Estate Officers for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said table.

THE TABLE

Designation of officers (1)	Categories of public premises and local limits of jurisdiction (2)
1. Administrative Officer, Hindustan Steel Limited, Ranchi, Bihar.	Premises belonging to and under the administrative control of Hindustan Steel Limited, situated at Ranchi, Bihar.
2. Assistant Estate Managers, Hindustan Steel Limited, Bhilai Steel Plant, Durg, Pradesh.	Premises belonging to and under the administrative control of Hindustan Steel Limited, situated in Durg Tahsil of Durg District in Madhya Pradesh.
3. Assistant Law Officer (Mines), Hindustan Steel Limited, Bhilai Steel Plant, Bhilai, Durg, Madhya Pradesh	Premises belonging to and under the administrative control of Hindustan Steel Limited, situated at Nandini in Durg Tahsil of Durg District and at Hirri in Bilaspur Tahsil of Bilaspur District, Madhya Pradesh.
4. Assistant Estate Officer, Hindustan Steel Limited, Bhilai Steel Plant, Bhilai, Durg, Madhya Pradesh	Premises belonging to and under the administrative control of Hindustan Steel Limited, situated at Rajhara in Balod Tahsil of Durg District, Madhya Pradesh.
5. Estate Officer (Court Cases), Hindustan Steel Limited, Rourkela Steel Plant, Rourkela, District Sundergarh, Orissa	Premises belonging to and under the administrative control of Hindustan Steel Limited and situated within Panposh Tahsil in the District of Sundergarh.
6. Land Officer, Hindustan Steel Limited, Rourkela Steel Plant, Rourkela, District Sundergarh, Orissa	Premises belonging to and under the administrative control of Hindustan Steel Limited, and situated in the Tahsil of Banai and Sadar in the District of Sundergarh in Orissa and Raghurajnagar Tahsil in the District of Satna in Madhya Pradesh.

(1)

(2)

7. Estate Officer, Hindustan Steel Limited, Durgapur Steel Plant, Durgapur, District Burdwan, West Bengal.
8. Assistant Estate Officer, Hindustan Steel Limited, Durgapur Steel Plant, Durgapur, District Burdwan, West Bengal
9. Maintenance Engineer (Civil), Central Administrative Office, Hindustan Steel Limited, Central Coal Washeries Organisation, Saraidella, Dhanbad, Bihar
10. Administrative Officer, Hindustan Steel Limited, Alloy Steels Plant, Durgapur, District Burdwan, West Bengal
- Premises belonging to and under the administrative control of Hindustan Steel Limited, situated at Durgapur in Durgapur Police Station and On-dal Police Station of Burdwan District in West Bengal.
- Premises belonging to and under the administrative control of Hindustan Steel Limited, situated at Durgapur in Durgapur Police Station and On-dal Police Station of Burdwan District in West Bengal.
- (a) Premises belonging to and under the administrative control of Hindustan Steel Limited, situated in the District of Hazaribagh (Bihar) i.e. within the township/plant area of Dugda I and II Coal Washery.
- (b) Premises belonging to and under the administrative control of Hindustan Steel Limited, situated in the District of Dhanbad i.e. within the township/plant area of Patherdh and colony premises of Saraidella/Dhanbad.
- (c) Premises belonging to and under the administrative control of Hindustan Steel Limited, situated in the District of Purulia (West Bengal) i.e. within the Plant/township area of Bhojudih Coal Washery.
- Premises belonging to and under the administrative control of Alloy Steel Plant of the Hindustan Steel Limited within the Police Station Durgapur, District Burdwan, West Bengal.

[No. F. 21011(4)166-Pol.]

T. K. BALASUBRAMANIAM,
Deputy Director of Estates and
Ex-officio, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 7th October 1969

S.O. 4195.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Pan American World Airways, New Delhi, and their workmen, which was received by the Central Government on the 29th September, 1969.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a reference under section 10(2) of the Industrial Disputes Act, 1947

N. T. REFERENCE NO. 4 OF 1968

PARTIES:

Employers in relation to the Pan American World Airways, New Delhi.
AND

Their Workmen.

PRESENT:

Shri Kamla Sahai, Presiding Officer.

APPEARANCES:

For the Employers—Dr. Anand Prakash, Advocate.

For the Workmen—Shri Madan Mohan, Advocate.

INDUSTRY: Airways.

Camp: Calcutta, dated the 19th September 1969

AWARD

It appears that the Pan American Airways Employees Association (here-in after referred to as the Association) as representing workmen of the company named Pan American World Airways submitted a charter of demands to the management on or about the 27th October, 1965. In that charter, the Association made demands Nos. (a) to (g). Negotiations were held between the parties and amicable settlement was reached in respect of five out of the seven demands. The Company had previously no scheme of provident fund nor any scheme of gratuity for its Indian employees before they submitted their charter of demands. No amicable settlement could be reached in respect of demands relating to a gratuity or the percentage of bonus payable for 1964, 1965 and 1966. A provident fund scheme was introduced by the company from the 1st January, 1966. Before introduction of that scheme, the company was paying to its employees an additional one month's basic salary in each year on the 15th December in lieu of provident fund. According to the Scheme of provident fund, the company has undertaken to contribute on behalf of each employee 8½ per cent of not only his basic pay but also Dearness Allowance. As no settlement could be reached between the parties relating to details of the gratuity scheme, this remains a matter of controversy between them.

2. Another controversy which remained between the parties was that the company paid 4 per cent as bonus for the years 1964, 1965 and 1966 whereas the Association demanded larger percentage as bonus.

3. By an agreement dated the 15th February, 1968, both parties agreed to submit a joint application under section 10(2) of the Industrial Disputes Act, 1947 to the Government of India for referring both the above two issues to a National Tribunal for adjudication. An application was accordingly filed. The Government of India in the Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) accepted the application and, by their Order No. 17/2/68-LRIII dated the 19th July, 1968, referred the two issues in dispute for adjudication to the National Tribunal at Dhanbad with me as the Presiding Officer. The schedule attached to the reference gives the issues as follows:—

SCHEDULE

- (1) Whether the workmen are entitled to the payment of any additional bonus for each of the accounting years of 1964, 1965 and 1966 and what directions are necessary in this regard?
- (2) What should be the Scheme of Gratuity applicable to the employees of the Company and what directions are necessary in this regard?

4. Both parties filed a compromise petition with regard to the 1st item of reference namely the question of bonus. By the compromise, the parties agreed that, over and above the bonus of 4 per cent already paid, additional bonus of 1½ per cent should be paid by the management to its employees for each of the

three years in question. I accepted the compromise but said that final order would be passed in that connection after the hearing relating to the 2nd item as to the scheme of gratuity would be concluded. I, therefore, dispose of the 1st issue under reference in accordance with the terms of the compromise between the parties which would form part of this award. All that I am, therefore, concerned with now is to decide the scheme of gratuity.

5. In the statement of claim which the Association filed on the 14th August, 1968, it has stated that, in the course of negotiations, the company agreed to introduce a scheme of provident fund and also to continue to pay the 13 month's salary in lieu of gratuity until a gratuity scheme was introduced. It has stated in paragraph 10 that differences between the two parties relating to the scheme of gratuity might be summarised as being that the Association wants gratuity to be paid in cases of death, physical disability to continue in service, retirement on reaching the age of superannuation, voluntary retirement and voluntary resignation and termination of service by the company for any reason what-so-ever at the rate of one month's salary for each year of service but the management's scheme envisages payment of gratuity only in the event of termination of service at the normal retirement age and termination of service by the company for any reason except for serious faults. The Association has said that this means that the company does not wish to pay gratuity in the event of death, physical disability to continue in service, voluntary retirement and voluntary resignation nor does the company wish to pay gratuity in case of dismissal on account of serious fault. It has been added that the company does not wish to pay gratuity unless the employee concerned has completed at least 10 years of service and, even then, it wishes the gratuity to be only 3/4th of one month's basic salary for each year of completed service and 15 months basic salary only if the employee has completed service for 15 years. The managements' offer of gratuity is thus much to inadequate.

6. In the written statement which the management filed on the 13/15th November, 1968, its substantial allegations are that the management has on its own and without any demand from the Association, provided Life Insurance protection to its employees under which scheme 100 per cent of the annual salary of an employee is paid to his beneficiaries in case of his death even if he has been on the roll for only a month. It has been asserted that the payment of salary for the 13th month was always made in lieu of provident fund and the company continued it for the year 1966 only as an interim measure because negotiations were still in progress. The management does not deny that it agreed to introduce a gratuity scheme in the company nor does it deny that the Association did not accept the scheme as offered by the management. The company alleges that it has undertaken a huge burden within a short span of two or three years and it is already beyond the capacity of the management to pay any more in respect of its Indian operations. It says further that the gratuity schemes prevailing in other airlines are by no means uniform and cannot be compared with that offered by this management without taking into account the other benefits available to the employees. In so far as paragraph 10 of the statement of claim is concerned the management states that the word 'basic' should appear before the words 'salary'. It is admitted that the case of the management has been more or less correctly summed up in paragraph 10(ii). The life Insurance plan provides sufficient protection to the employees in case of death or physical disability. There is no case for payment of gratuity in such cases nor is there any reason why gratuity should be payable in case of voluntary retirement and voluntary resignation. Many employees of the company have already put in long years of service and, if gratuity benefit is available to them for voluntary retirement, many of them might leave the service of the company. If gratuity becomes payable to the employees in case of serious fault, it would be an encouragement to indiscipline and misbehaviour which could not be the purpose of introduction of a scheme of this nature.

7. The Association filed a rejoinder to the written statement on the 23rd November, 1968. It is stated therein that the Life Insurance protection scheme given by the management is part and parcel of an integrated medical scheme which is based on an insurance policy taken by the management for its employees throughout the world and for which a consolidated premium is paid by the Company to the Insurance company concerned. The payment of salary for the 13th month was in lieu of the gratuity scheme and it had nothing to do with provident fund. In case the employees are not allowed gratuity on resignation, they would be losing the salary for the 13th month every year without any reason. The allegation of the management that the salary for the 13th month was paid

in the year 1966 only as an interim measure is incorrect. In paragraph 7 of the rejoinder, it is stated that paragraphs 8, 9 and 10 need no reply. Shri Madan Mohan stated frankly to me that the omission of the word 'basic' before salary in paragraph 10 of the statement of claim was a typing mistake because the Association has always claimed basic salary and not dearness allowance as the basis for payment of gratuity.

8. It will thus appear that, apart from the difference on the details of the gratuity scheme, there is hardly much difference between the parties on facts. The most important difference on facts is as to the payment of the additional salary for the 13th month, which appears to have prevailed in the company for a long time. The admitted position is that the payment of that additional salary was always understood to be in lieu of provident fund—at least upto the year 1965. That additional payment was admittedly discontinued from 1967. The provident fund scheme was introduced in the company with effect from January, 1966, and, though the payment of the salary for the 13th month should have been discontinued from that year if it had continued to be in lieu of provident fund, that payment was continued in the year 1966. Shri E. F. Gerold has been examined as the only witness for the management. He is the Director for India of Pan American World Airways. He says that he was in New York in 1966, that the people at headquarters suggested that there should be no payment of salary for the 13th month with effect from that year because a provident fund scheme had been organised with effect from that year but he suggested to them that the matter was still under negotiation and that, therefore, his recommendation was that salary for the 13th month would be paid for the last time in 1966 so as to give the employees time to absorb the matter. According to him, this was agreed to. His attention has been drawn to the minutes of discussion on the 23rd April, 1966 (Ext. W-10). On being question, he has stated that the essence of paragraph 3 of the memorandum was true but added that, so far as he could remember, he did not agree to recommend but to send on to New York the union's suggestion that the American Express Medical Plan should be adopted. In my opinion, the controversy about the medical plan is futile. Shri Bala Subramanyam (WW-3) admits that an "agreement could only be entered into after sanction by New York". This only supports Shri Gerold's statement that he had no final say i.e. he could not give any final word in the matter on behalf of his company. Even supposing, therefore, that he agreed to recommend any matter to New York, that could not possibly bind the company. The admitted position is that the union insisted at first on acceptance of the American Express Medical plan but they ultimately ceased further agitation after the Pan American World Medical Plan was introduced. This also shows clearly that the agreement of Shri Gerold to recommend acceptance of the American Express Medical Plan was not considered binding even by the Association.

9. Shri Bala Subramanyam (WW-3) has admitted that additional one month's basic salary i.e. the salary for the 13th month was being paid in lieu of provident fund and that this continued until 1965. He has, however, stated that the basic salary for the 13th month continued to be paid to the employees but it was thenceforth in lieu of gratuity. The Association has produced a number of letters and other documents to show what Shri Gerold said from time to time in the course of negotiations but, as I have already observed, anything that he might have said without sanction by New York could not be binding upon the company. It is significant that in none of those letters, Shri Gerold said that the salary for the 13th month would be paid in 1966 onwards in lieu of gratuity. The nearest approach to such a commitment is to be found in Ext. W-6 in which Shri Gerold has said in a letter to Shri Subramanyam:

"Thirteenth Month Payment.—The thirteenth month payment which previously had been paid in lieu of provident fund, will undoubtedly be tied in with the Medical and/or Gratuity Plan, depending upon the final determination on these plans".

10. He has thus expressed himself as being in doubt as to whether the payment would be tied in with the medical scheme or the gratuity plan. Even in connection with that, he has said that the matter will depend on final determination on these plans obviously by New York.

11. The payment of salary for the 13th month was made only for one year after introduction of the provident fund scheme. Shri Madan Mohan has drawn my attention to Ext. W-9, the agreement dated the 15th February, 1968 between

the parties. In paragraph 3, it has been stated that the parties have agreed "that the award of the Tribunal in respect of gratuity shall be enforced with effect from the 1st January, 1969, i.e. all the employees who are in the employ of the company on that date would also be entitled to the benefits of the scheme of gratuity". He has argued that this term was accepted by the company simply because they realised that the salary for the 13th month was paid in 1966 in lieu of gratuity. I find it impossible to accept this contention. Nothing could prevent the parties from putting such an agreement, if any, in so many words and saying that payment of salary for the 13th month in 1966 or in any year after that year would be treated as having been made in lieu of gratuity. In these circumstances, I reject the Association's case that the salary for the 13th month was paid in 1966 because the company had agreed to pay the same in lieu of gratuity. I rather accept Shri Gerold's statement that the salary for the 13th month was paid to the employees in 1966 on account of his recommendation to continue the payment in that year as an interim measure because negotiations were still in progress so as to give the employees time to absorb the matter.

12. The Association has stated in the rejoinder dated the 23rd November, 1968 that the amount of premium which the company has to pay for its Indian employees comes to only Rs. 4,800 a year whereas the cash payment would have amounted to Rs. 10,000 a year. Shri Bala Subramaniyam (WW-3) has said in his evidence that the premium amount given for Indian employees in the rejoinder is based upon what the Director told him in the course of negotiations. Shri Gerold has said, on the other hand, that the premium for medical benefits is paid by the Pan American Airways to an Insurance company in America and it is not paid in India at all. He further says that he does not know the details of the agreement between the Pan American Airways and the Insurance Company. He also says that he has no idea of the premium actually paid by the Pan American World Airways and hence he could not have given any idea to any one of the amount paid as premium to the Insurance Company. I do not see any good reason to suppose that Shri Gerold has told lies in this respect. In view of his statements, I disbelieve Shri Balasubramaniyam's statement that he learnt from the Director about the amount of premium which the company paid for the Insurance of its Indian employees. In any case, I do not see why this should be a matter of any interest to the Association or the workmen of the company. All that they can be interested in is payment to them by the company or anyone on its behalf of what they should be legitimately paid as gratuity.

13. As I have already indicated, I do not attach any importance to the correspondence between Shri Gerold and the Association in the course of the negotiations. Whatever was then said by either party was just tentative and subject to the approval or disapproval of the authorities in New York. Besides, Dr. Anand Prakash, who appeared on behalf of the company, wished to file some further correspondence between the parties but Shri Madan Mohan said that they did not give a true and complete picture of the negotiations. Dr. Anand Prakash was prepared to waive formal proof of any further correspondence which Shri Madan Mohan cared to file but Shri Madan Mohan did not accept this offer and objected to the correspondence filed by Dr. Anand Prakash being taken into evidence on the ground that it was being filed very late. The result was that the correspondence filed by Anand Prakash could not be taken into evidence. Had the entire correspondence between the parties been before me, I might have been in a better position to understand how the negotiations proceeded. In that case also, however, I could not possibly hold any party to be bound by any term except those in respect of which final agreement was arrived at between the company and the Association.

14. I must now proceed to lay down the principles which should form part of the gratuity scheme in this company. The first controversy which I wish to deal with is in respect of the gratuity payable on death or physical disability to continue in service. The Association says that no gratuity is payable to the employee on death but, in saying so, they ignore the insurance plan introduced by the company. I do not think that this is correct. It is true that, by reason of an agreement between the Pan American World Air-ways company and an Insurance company, gratuity on death is payable by the Insurance Company on behalf of the Air-ways company. So long, however, as the Airways company provides for payment of death gratuity to its employees on its behalf, the employees cannot insist upon payment also by the Airways company itself in the event of death of an employee. The death of an employee can only take place once and there is no reason why the beneficiaries of that employee should be entitled to double

payment on account of his death. The Pan American World Airways life and medical plan is Ext. M-4. The very first rule given in this booklet is that "100 per cent of the Annual Salary of a workman will be paid to his beneficiary in the event of his death". It has been provided that an employee may name any one he desire as his beneficiary and he may change his beneficiary at any time. Annual salary has been defined as basic monthly wage on the day preceding the date of claim multiplied by 12.

15. The memorandum of settlement between the management of the British Overseas Airways Corporation and the Federation of BOAC Employees Union has been filed by the Association and is Ext. W. This booklet was produced before me by Shri S. Biswanathan (W.W.1). He has admitted that the BOAC has no Life Insurance plan for its employees and that all retirement benefits without exception are contained in this booklet. It has been provided in Ext. W that, on the death of an employees while in the service of BOAC or on his becoming physically or mentally incapacitated for further service, he will be paid one month's basic wage for each completed year of service, subject to a maximum of 15 months' basic wages to be paid to him or to his heirs or executors or nominees.

16. Shri N. Detouche (W.W.2) has produced before me a true copy of the settlement between the management and the union of employees of Air France (W-2). He has stated that the booklet (Ext. W-1) concerns Insurance Medical Benefit scheme established by Air France. This means that Air France has entrusted the task of establishing a more complete scheme than before, extending its benefits to the immediate family of members of the staff, to an insurance company. The memorandum of settlement (Ext. W-2) shows that, in case of death or total and permanent disability, an employee or his beneficiary would be paid an amount equal to the basic salary times the number of completed years of service up to a maximum of 15 years.

17. The management has filed provident fund and gratuity plan (Ext. M2) of the Trans World Airlines, INC. This exhibit provides that, upon the death of an employee, a payment equal to 12 times the employees current monthly salary shall be made to the employee's beneficiary or the employee's legal representative. It further provides that, upon the employee becoming totally and permanently disabled, there will be payable to him an amount equal to twelve times his current monthly salary. The rule also says that, if the employee is then eligible for retirement benefit, there will be payable to the employee an amount equal to whichever of the disability benefit or retirement benefit is larger. In order to determine the disability a physical examination may be required.

18. Shri G. D. Khosla's award in the industrial dispute between the Air India and their workmen (reference No. NIT 1 of 1964) is Ext. W3. At page 210 of this award, Shri Khosla has stated among other things that an employee would be entitled to receive gratuity in case of death whilst in service and in case of termination of service on account of permanent incapacity due to bodily or mentally infirmity. He has further added that the gratuity in case of death will be "subject to the following minima:

"If death occurs—

- (1) during the first year—2 month's pay;
- (2) after 1 year but before 5 years—6 month's pay;
- (3) after completion of 5 years of service—12 month's pay".

It will be seen from the above that the gratuity payable on death is not at all uniform. While the BOAC and Air France give its employees a maximum of 15 month's basic salary in case of death or total and permanent physical or mental disablement after 15 completed years of service, the TWA pays a maximum of 12 month's current monthly salary to an employee or his beneficiary on his death or total and permanent disability. I have already stated the conditions laid down by Shri Khosla in his award relating to Air India. The advantage which the employees of Pan American Airways will have in case of the death of any one of them will be that irrespective of the time spent by him in the service of the company before death, his beneficiary will be paid 12 months basic salary as gratuity. In my opinion, this is more advantageous than payment of 15 months basic salary only if the employee concerned has been in the service of the company for a total period of 15 years or more. An employee who dies before he has completed a service of more than 12 years, will be a loser. I.

therefore think that the gratuity offered by the Pan American Airways in case of death, being more beneficial to the employees, should be accepted.

19. In case of total and permanent physical or mental disablement, the provision contained in Ext. M4 is rather unsatisfactory. It is to the effect that, if total disability occurs before the 60th birthday of an employee and II, in all probability he cannot engage himself in any work for an extended period of time, his insurance will be kept in force without further cost for as long as he continued to be totally disabled. Satisfactory proof that he continues to be disabled must be provided periodically. When death occurs during total disability his Life Insurance will be paid to his beneficiary.

20. Shri Madan Mohan has strenuously objected to this provision. He has argued that, in the first place, the employee himself does not get anything in case of his total and permanent physical or mental disability but his beneficiary gets it though he himself needs the money greatly at a time when he incurs such disability. He has argued in the second place that, if the employee dies after attaining the age of 60 though he becomes disabled as mentioned above before attaining that age, neither he nor his beneficiary gets any gratuity. In my opinion, these objections are valid and must be accepted. Besides, the other Airways companies which I have referred to, treat death on the same footing as total and permanent disablement, mental or physical. In these circumstances I place both on the same footing as the other Airways company have done. In other words, an employee of the Pan American Airways will also get 12 months basic salary as gratuity in case of his total and permanent, physical or mental disability, irrespective of the time for which he has rendered service to the company before becoming so disabled. Satisfactory proof of disablement of the employee of the kind which I have described must certainly be furnished to the satisfaction of the company before the gratuity is paid. It will make no difference if the gratuity on death or total disablement as mentioned above is paid by the Pan American Airways from its own funds or, at its instance, by an insurance company.

21. The next question which I propose to consider is what is the minimum service which would qualify an employee for payment of gratuity and what is the maximum gratuity which should be payable in case of termination of service on superannuation, or, before superannuation, by an order of the company; or on abolition of the post held by the employee. I have already mentioned the differences on these points between the parties.

22. It is manifest from what I have said above that the offer of the Pan American Airways in respect of gratuity is that it is only if an employee has completed service for 15 or more years that he will become entitled to the maximum gratuity which would be 15 month's basic salary. In the schemes of gratuity which prevail in TWA, BOAC and Air France, the rule relating to maximum gratuity is the same. I therefore hold that the maximum of 15 months basic salary will be paid by the Pan American Airways as gratuity on superannuation or termination of service by the company where the employees concerned have completed service of 15 years or more. According to the Air France, BOAC as well as TWA, an employee is entitled to receive gratuity for the years of his completed service at an amount equal to 3/4th of the employee's basic wages for a month in case he has completed 10 years of continuous service but has not yet completed 15 years' service. This is also the offer of the Pan American Airways relating to gratuity. In the case of Wenger & Co., and others and their workmen (1963 (II) L.L.J. 403) and British Paints (India) Ltd., and its workmen (1966 (I) L.L.J. 407), it has been laid down that the minimum qualifying service for earning gratuity should be five years but, if an employee resigns his service and thereby goes out of the company's service, the minimum amount of service which should qualify him for receiving gratuity should be 10 years. In both those cases, provident fund schemes had already been introduced by the company. The gratuity was determined to be 21 days basic wages for each completed year of service. Taking into consideration the principles laid down in those two cases, I hold that an employee who will have completed five years of service but less than 15 years of service will, on superannuation or termination of his service by the company, get a gratuity of 3/4th of his monthly basic salary for each year of his service. An exception should, however, be made only in case of an employee whose service is terminated by the company on account of misconduct. In this connection, I may refer to the observations of their Lordships of the

Supreme Court in the Delhi Cloth and General Mills Co. Ltd., versus their workmen (Civil Appeals Nos. 2168, 2589 of 1966 and 76, 123 and 560 of 1967), disposed of on the 27th September, 1968. Their Lordships have said:

"A bare perusal of the Schedule shows that the expression "Misconduct" covers a large area of human conduct. On the one hand are the habitual late attendance, habitual negligence and neglect of work; on the other hand are riotous or disorderly behaviours during working hours at the establishment or any act subversive of discipline, wilful insubordination or disobedience. Misconduct falling under several of these latter heads of misconduct may involve no direct loss or damage to the employer but would render the functioning of the establishment impossible, or extremely hazardous. For instance, assault on the Manager of an establishment may not directly involve the employer in any loss or damage, which could be equated in terms of money, but it would render the working of the establishment impossible. One may also envisage several acts of misconduct not directly involving the establishment in any loss, but which are destructive of discipline and cannot be tolerated. In none of the cases cited any detailed examination of what misconduct would or would not involve to the employer loss capable of being compensated in terms of money was made. It was broadly stated in the cases which have come before this Court that notwithstanding dismissal for misconduct a workmen will be entitled to gratuity after deducting the loss occasioned to the employer. If the cases cited do not enunciate any broad principle we think that in the application of those cases as precedents a distinction should be made between technical misconduct which leaves no trail of indiscipline, misconduct resulting in damage to the employer's property, which may be compensated by forfeiture of gratuity or part thereof, and serious misconduct which though not directly causing damage, such as acts of violence against the management or other employees or riotous or disorderly behaviours in or near the place of employment is conducive to grave indiscipline. The first should involve no forfeiture: the second may involve forfeiture of an amount equal to the loss directly suffered by the employer in consequence of the misconduct and the third may entail forfeiture of gratuity due to the workmen. The precedents of this Court e.g. *Wenger and Co. v. Its Workmen* (17), *Remington Rand of India Ltd.'s case* (18) and *Motipur Zamindari (P) Ltd.'s case* (16) do not compel us to hold that no misconduct however grave may be visited with forfeiture of gratuity. In our judgment, the rule set out by this Court in *Wenger and Co.'s case* (17) and *Motipur Zamindari (P) Ltd.'s* (16) applies only to those cases where there has been by actions wilful or negligent any loss occasioned to the property of the employer and the misconduct does not involve acts of violence against the management or other employees, or riotous or disorderly behaviour in or near the place of employment. In these exceptional cases—the third class of cases—the employer may exercise the right to forfeit gratuity: to hold otherwise would be to put a premium upon conduct destructive of maintenance of discipline".

23. When an employee is removed by the company from service on account of misconduct, the principles laid down above must be kept in view. As their Lordships have observed, technical misconduct will not involve any loss of gratuity but, in case the misconduct of the employee involves the company in a financial loss, the company will have to be compensated to the extent of the loss. In case of more serious misconduct which is destructive of discipline or is a misconduct of the kinds described in the observation which I have quoted, the employee will be liable to forfeiture of gratuity by the employers.

24. All that remains now for me to consider is whether an employee should be entitled to receive gratuity when he goes out of service of the company by voluntary retirement or resignation. The company's case is that, in such cases, the employee should not be entitled to receive any gratuity. On the other hand, the Association's case is that there is no reason why an employee should be deprived of his gratuity simply because he goes out of service by resignation. A consideration of the principles laid down in the cases decided by the Supreme Court shows that an employee should be entitled to get his gratuity even though he goes out of service of the company on resignation. The cases of *Wenger and Co.* versus its workmen and *British Paint (India) Ltd.*, already cited above, are in point. It has, however, been laid down in those cases that the minimum service which should qualify an employee to receive gratuity, on voluntary resignation should be service for a period longer than that which would qualify him for payment of gratuity in case of termination of his service by the company's orders. In both those cases, the period fixed was 10 years. Keeping this in view, I hold that an employee will be entitled to receive gratuity in case of resignation or voluntary retirement only after he has completed service for 10 years. Before, however, he has completed service for 15 years, he would be entitled to gratuity at the rate of only 3/4th of his basic monthly

wages for each completed year of service. After he has completed 15 years of service, he will be entitled to gratuity at the rate of one month's basic salary for each completed year of service subject to a maximum of 15 month's basic salary.

25. The company has produced Ext. M3 to show that many of the employees have put in 15 years of service or more. On the basis of this exhibit, Dr. Anand Prakash has argued that those employees who have put in more than 10 years of service can go out of the company's service by resignation even now so that the company may be left without sufficient staff to do its work. He has prayed, therefore, that some safeguard may be laid down against the voluntary retirement by the Pan American Airways employees in the near future. This seems to me to be reasonable. I, therefore, direct that employees going out of the company's service by resignation will only be entitled to gratuity as laid down above after putting in service for a further period of two years with effect from the date of publication of this award.

26. I have laid down above the entire scheme which should come into operation in the Pan American Airways Company in so far as gratuity is concerned. In accordance with the agreement (Ext. W 9) dated the 15th February, 1968 between the company and the Association, this scheme of gratuity shall come into operation with effect from the 1st January, 1967 i.e. all the employees who were in the employ of the company on that date would be entitled to the benefits of this scheme of gratuity.

27. This is my award. Let it be submitted to the Central Government under section 15 of the Industrial Disputes Act.

(Sd.) KAMLA SAHAI,
Presiding Officer.

BEFORE THE HONOURABLE NATIONAL INDUSTRIAL TRIBUNAL, DHANBAD
AT CALCUTTA

I.D. No. NIT 4 OF 1968

BETWEEN

The Management of Messrs. Pan American World Airways, 39 Hotel Imperial,
New Delhi

AND

Their Workmen as represented by Pan American Airways Employees Association,
15A/45 W.E.A., New Delhi-5

Both the above parties to the above dispute respectfully submit that they have mutually settled Item No. 1 of the Order of Reference relating to Bonus on the following terms:—

1. The Management agrees to pay additional Bonus at the rate of 12 per cent (twelve percent) of the total salary or wages as defined under the Payment of Bonus Act, 1965 to all the eligible employees for each of the years 1964, 1965 and 1966. Payment will be made in terms of that Act including Section 12 thereof.
2. The payment of Bonus as above is agreed on an *ad hoc* basis without going into calculations under the Act and will not be a precedent for future years.

Both parties pray that an award in respect of item No. 1 of the reference may be given in terms of this Settlement.

For & On behalf of Pan American
World Airways, New Delhi.

(DR. ANAND PRAKASH)
Authorised Representative

For & On behalf of Pan American
Airways Employees Association,
New Delhi.

(MADAN MOHAN)
President.

S. BALASUBRAMANIYAN,
General Secretary.

Calcutta.

7th July, 1969.

[No. 17/2/68-LR-IV.]

New Delhi, the 8th October 1969

S.O. 4196.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Cementation Company Limited, Chasnala, Post Office Patherdih (Dhanbad) and their workmen, which was received by the Central Government on the 20th September, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of an industrial dispute under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE Nos. 30 AND 31 OF 1968

PARTIES:

Employers in relation to the Cementation Company Limited, Chasnala, Post Office Patherdih, District, Dhanbad.

AND
The Workmen.

PRESENT:

Shri Kamla Sahai—*Presiding Officer.*

APPEARANCES:

For the Employers—S|Shri S. S. Kapoor and B. N. Singh, Advocates.

For the Workmen—Shri D. Narsingh, Advocate with Shri B. N. Sharma.

STATE: Bihar.

INDUSTRY: Coal.

Camp: Calcutta, dated the 10th September, 1969.

AWARD

These two references have been heard together because the question at issue in each case is as to the justification of the retrenchment of an employee of the Cementation Company Limited with effect from the 14th September, 1967. I may first recapitulate the terms of the references. By its order No. 2/3/68-LRII, dated the 2nd May, 1968, the Central Government, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) has made what has been numbered in my office as reference No. 30 of 1968 for adjudication of the dispute described in the schedule as follows:—

SCHEDULE

"Whether the action of the Cementation Company Limited having its establishments at Jeetpur, Noonodih and Chasnala Collieries of the Indian Iron and Steel Company in retrenching its workman Shri Awadh Singh Sharma, Watchman with effect from the 14th September, 1967 was justified? If not, to what relief is the workman entitled?"

2. By its order No. 2/4/68-LRII, dated the 4th May, 1968, the same Government, in the same Ministry, has referred for adjudication what has been numbered in my office as reference No. 31 of 1968 for adjudication of a dispute which has been described in the schedule as follows:—

SCHEDULE

"Whether the Cementation Company Limited having its establishments at Jeetpur, Noonodih and Chasnala Collieries of Messrs Indian Iron and Steel Company was justified in retrenching its workman Shri S. K. Pandey, Surface Foreman, with effect from the 14th September, 1967? If not, to what relief is the workman entitled?"

3. It is apparent from what I have said above that justification of the retrenchment of Awadh Singh Sharma, Watchman is in question in reference No. 30 of 1968 and the justification of retrenchment of Shri S. K. Pandey, Surface Foreman, is in question in reference No. 31 of 1968. The retrenchment in both cases is said to have been effected from the 14th September, 1967. It appears that the Indian Iron and Steel Company Limited are the owners of two collieries, one at Noonudih

Jeetpur and another at Chasnalla and the Cementation Company Limited are the Shaft Sinking Contractors in both these collieries.

4. The case of the employers i.e. Cementation Company Limited, hereinafter to be referred to as the management, in their written statement, is that Shri Awadh Singh Sharma was appointed as wachman with effect from 24th September, 1964 by the Cementation Company Limited and was posted at Noonudih Jeetpur Colliery. The management treats personnel strength of each colliery as belonging to a separate unit. The Shaft sinking operation at the Noonudih Section of the Jeetpur Colliery was completed and hence the management decided to retrench the personnel who became surplus. By a letter (annexure 'A'), dated the 9th September, 1967, the services of Awadh Singh Sharma were retrenched and terminated with effect from the 14th September, 1967. This was done because he was the junior-most in his own category of workman in the list of employees at Noonudih Jeetpur Colliery. Annexure 'B' a list showing dates of appointment of watchmen at the Noonudih Jeetpur Unit, has been filed along with the management's written statement. It is said that the retrenchment was in keeping with the provisions of section 25C of the Industrial Disputes Act. Shri Awadh Singh Sharma was asked to collect his dues including one months' wages in lieu of notice, retrenchment compensation and other dues, if any, on or before the 14th September, 1967, but he did not collect them on any date. On these allegations, the management has made the prayer that the Tribunal may award that the management's action in retrenching the workman was justified and the workman is not entitled to any relief.

5. The concerned workman i.e. Shri Awadh Singh Sharma has filed a rejoinder to the management's written Statement in which his case is as follows:

The management's case that the two units at Noonudih Jeetpur and Chasnalla are maintained and treated separately in so far as their personnel strength is concerned is incorrect. Shri Awadh Singh Sharma was employed as a Watchman "in connection with our shaft sinking operation at Jeetpur, Noonudih and Chasnalla Collieries." By the very letter of his appointment, he was notified that "he would also be required to work at any of our work-sites at Jeetpur, Noonudih or Chasnalla Collieries at the discretion of the Company." It is asserted that Noonudih Jeetpur Colliery consists of two different sections namely the Noonudih section and the Jeetpur section. The shaft sinking operation at the Noonudih section has been completed but similar operation at the Jeetpur section and the Chasnalla Colliery are still in progress. The management's allegation that the workman concerned had become surplus is thoroughly false. Hence the workman's retrenchment with effect from the 14th September, 1967, was entirely unjustified. It is false for the management to say that Awadh Singh Sharma was the junior-most workman in his own category. He was senior at least to two workmen of his category who were retained at the Noonudih Jeetpur section when his services were terminated. The names of those two workmen who are still working at the Noonudih Jeetpur Colliery are (1) Shri Karan Bahadur and (2) Shri Ganesh Bahadur. The offer of an alternative employment was futile as the job offered to him—a watchman—was that of a general mazdoor.

6. The workman has further alleged in his rejoinder that, at the time of his retrenchment, he was senior to at least eleven (11) other workmen of his category i.e. the category of watchman who were retained at the Chasnalla Colliery when his services were terminated. He has given the names of those 11 workmen who are said to be still working in the Chasnalla unit as follows:—

- (i) Shri Dumar Bahadur,
- (ii) Shri Took Bahadur,
- (iii) Shri Man Bahadur No. 4,
- (iv) Shri Ganga Ram,
- (v) Shri Kul Bahadur,
- (vi) Shri Man Bahadur No. 5,
- (vii) Shri K. D. Bahadur,
- (viii) Shri Amar Bahadur,
- (ix) Shri Gudra Bahadur,
- (x) Shri Dharni Dhar Singh, and
- (xi) Shri Shyam Bihari.

7. The workman has denied the correctness of the seniority list as contained in annexure 'B', saying that it does not represent the real position. The retrenchment of Shri Awadh Singh Sharma is in violation of Section 25G of the Industrial Disputes Act and was *mala fide*.

8. The workman, Shri Awadh Singh Sharma, has admitted that the management has re-employed him as a watchman on and from the 12th June, 1968, by their letter of appointment of the same date but he has asserted that the continuity of his service has not been restored nor has he been paid his wages and other emoluments for the period of his unlawful and unjustified unemployment. On these allegations, he has stated that "he is entitled to be reinstated in service from the date of his illegal retrenchment with continuity of service and full back wages for the period of his forced un-employment between the date of his retrenchment and the date of his re-employment with effect from the 12th June, 1968."

9. In reference No. 31 of 1968, the management has filed a written statement in which they have made allegations similar to those which they have made in reference No. 30 of 1968. They have mentioned the date of appointment of Shri S. K. Pandey, Surface Foreman, as being the 12th October, 1965. They have alleged that the services of Shri S. K. Pandey, Surface Foreman, also became surplus and he was therefore retrenched with effect from the 14th September, 1967 and a notice to that effect was given to him by a letter of termination, dated the 9th September, 1967.

10. In his written statement, the workman has admitted that he was appointed by a letter of appointment dated the 12th October, 1965 and that his services were subsequently terminated on the ground of surplusage. He has further stated that the principle of "last come, first go" has not been followed and has given the names of junior hands in his category as (1) Shri R. B. Mishra, Jeetpur, and (2) Shri S. T. Huda, Jeetpur. It has also been alleged that the retrenchment is *mala fide* and an act of victimisation and unfair labour practice.

11. In a rejoinder to the management's written statement which the workman, Shri S. K. Pandey has filed, he has stated that the two units, one at Noonudih-Jeetpur Colliery and the other at Chasnalla Colliery have not been treated separately but has asserted that he was appointed as a surface foreman for the company's work at the aforesaid collieries. The Noonudih-Jeetpur Colliery consist of two sections namely Noonudih section and Jeetpur section. Although operation at the Noonudih section has been completed, the shaft sinking operations at the Jeetpur section of the colliery are still in progress. He has denied that his service became surplus and he has also denied the correctness of the seniority list as contained in annexure 'B' of the company's written statement.

12. The workman, Shri S. K. Pandey, has further alleged that Shri B. B. Mishra and S. T. Hoda were first appointed as Banksmen and were subsequently promoted to the category of surface foremen with effect from the 1st August, 1966 and 1st April, 1968, respectively. Those two workmen were, therefore, junior to Shri S. K. Pandey in the category of surface foremen. The present retrenchment was in deliberate violation of section 25G of the Industrial Disputes Act. It is admitted that the workman received notice of his retrenchment before the 14th September, 1967, but he did not collect his dues in protest against his unlawful and unjustified retrenchment and, moreover, the offer of notice pay and compensation was not valid or genuine as it was conditional.

13. The workman has further stated in his rejoinder that the offer of an alternative employment to him by the company by a letter, dated the 3rd August, 1967, was unlawful as the job offered was that of a general mazdoor which was a job of a much lower category. He stated that he has remained un-employed from the 14th September, 1967 and has not been able to get any other job from that date. He has, therefore, prayed that the Tribunal may declare that the management's action in retrenching the workman was unjustified and may further direct his reinstatement in service with full back wages and all other emoluments as if he had not been retrenched from service at all.

14. The point which I wish to consider at this stage is whether the management of the Cementation Company has treated the personnel engaged in Noonudih Jeetpur on one side and Chasnalla on the other as belonging to separate units altogether. In this connection, the management has examined only one witness namely Shri Prafulla Kumar (M.W.1) who says that he has been in the service of the Cementation Company from the 16th September 1965 as Labour Officer. He has asserted that both the collieries namely Chasnalla and Jeetpur belong to the

Iron and Steel Company who have separate standing orders for those two collieries. He has also said that the shaft sinking contractor i.e. the Cementation Company Limited follow the standing orders and treat the persons employed in the two collieries as belonging to separate establishments. He has further stated that the management maintains a separate B form register i.e. a register of employee for each of the two collieries. He has proved the 'B' register for Jeetpur as being in the pen of Shri B. Dwivedi Clerk and it has been marked as Ext. M.1. He has proved the 'B' register for Chasnalla colliery as being in the pen of Shri B. K. Chandraselhar and it has been marked as Ext. M.2.

15. A careful consideration of the evidence of M.W.1 and the documentary evidence adduced in this case makes it perfectly clear that his evidence on the above points is incorrect. The letter of appointment issued to Shri Awadh Singh Sharma is Ext. W in reference No. 30 of 1968 and that issued to Shri S. K. Pandey is an enclosure of Ext. W. 4 in reference No. 31 of 1968. In Ext. W (reference No. 30 of 1968) the management has stated:—

"You will also be required to work at any of worksites at Jeetpur Noonudih or Chasnalla colliery at the discretion of the company".

16. In the letter of appointment filed in reference No. 31 of 1968, the management has stated to Shri S. K. Pandey that it offers him "an appointment as Surface Foreman for our contract works at Jeetpur and Chasnalla collieries. Your appointment would specifically be for the company's contract for shift sinking for the Indian Iron & Steel Co., at Jeetpur and Chasnalla collieries. You will be required to work on day/night shifts and any shaft as decided by the company from time to time".

16A. The statements in the two exhibits which I have quoted above make it clear that the management appointed both the workmen for all their shaft sinking operations in Jaetpur as well as Chasnalla. The clear inference from this is that the management treated both the works at Jeetpur as well as Chasnalla to be parts of one establishment.

17. The 'B' registers filed by M.W.1 appear also to be unreliable. As to Ext. M.1, he has stated that almost the whole of it is written by Shri B. Dwivedi but some other persons have also made entries in this register at two or three places. As to Ext. M.2, he has said that entries in this exhibit have been made also by persons other than Shri B. K. Chandraselhar. He has admitted that B. Dwivedi is still in the employment of the company but Dwivedi has not been examined as a witness. M.W.1 has also admitted that workmen were promoted from time to time to higher categories and that form 'E' register (Ext. M.1) shows only the dates of appointment of the different workmen and not the dates of their promotion. This means that the registers do not show when and from what dates workmen are promoted. In this connection, I may make reference to Ext. W.9. This is a letter dated the 22nd April, 1966 addressed by the Resident Engineer of the Cementation Company Ltd., to Shri S. T. Hoda. It has been definitely stated in this letter that Hoda who was a banksman, was being promoted to the category of surface foreman with effect from the 1st April, 1966. There is nothing in the relevant register 'B' to show that Hoda was promoted to the category of surface foreman with effect from the 1st April, 1966. This is one of the materials which show that the 'B' registers (Ext. M.1 and M.2) are unreliable. This letter (Ext. W.9) further shows that Shri S. K. Pandey, having been appointed surface foreman on the 12th October, 1965, was undoubtedly senior to Shri S. T. Hoda who was appointed surface foreman with effect from 1st April, 1966. This would show that the management's case that Shri S. K. Pandey was the junior-most surface foreman on the date of his retrenchment on the 14th September, 1967 is false. There is nothing to show that S. T. Hoda ceased to hold the appointment of surface foreman after 1st April 1966 or before 14th September 1967. In fact, M.W.1 has stated that S. T. Hoda is working as a surface foreman at present. He has also stated that shaft sinking work continues in Chasnalla as well as Jeetpur.

18. I may point out some other defects in the 'B' registers which show that they are unreliable. M.W.1 admits that the management takes the signatures or thumb impressions of workmen in the registers. He also admits that the register (Ext. M.1) does not contain the signatures or thumb impressions of a number of workmen. He was asked by the cross-examiner to explain this omission and all that he could say was that the default was due only to the negligence of his clerk. He has admitted that he has nothing to show that he took any action against the clerk for not taking the signatures or thumb impressions of the workmen. Had

the registers (Ext. M.1 and M.2) been genuine registers, the management would have seen to it that the signatures or thumb impressions of all workmen whose names were entered in them were taken without fail.

19. I may also mention that Dwivedi, who is said to have made the entries in Ext. M.1, was appointed on 15th March 1965 but the register contains entries with effect from 23rd March 1964. Besides, the entries are not in sequence. I give below some of the serial numbers and their dates:

Sl. No. 219	Date of appointment	20-5-68
Sl. No. 220	-do-	22-5-68
Sl. No. 221	-do-	20-5-68
Sl. No. 222	-do-	27-5-68
Sl. No. 223	-do-	20-5-68

It is difficult to see how, if the register had been genuine, earlier entries came to be made after later entries. I may also mention that, if Ext. M.2 had been genuine, there must have been an entry relating to the subsequent appointment of Shri Awadh Singh Sharma, who has been admittedly re-employed by the management and is presently in its service.

20. Some of the entries out of sequence which are to be found in Ext. M.2 may be given below:—

Sl. No. 242	Date of appointment	14-10-68
Sl. No. 243	-do-	11-11-68
Sl. No. 244	-do-	17-6-68
Sl. No. 245	-do-	1-7-68
Sl. No. 246	-do-	17-12-68

21. For the reasons which I have given above, it is not only clear that the 'B' registers (Ext. M.1 and M.2) have not been kept in the regular course of business and are unreliable but it is also clear that all the units namely Jeetpur, Noonudih and Chasnalla have been treated by the management as one establishment. As the two form 'B' registers are themselves unreliable, the seniority lists said to have been extracted from them and filed as exhibits on behalf of the management must necessarily be thrown out as being unreliable.

22. The two concerned workmen have also examined themselves. Shri Awadh Singh Sharma is W.W.1 and Shri S. K. Pandey, is W.W.2. They have supported their cases. They have said that the names of workmen given by them in their rejoinders were those of persons who were junior to them but they were retained in service while they themselves were retrenched. If the management had any reliable material to show that the statements made by these concerned workmen were incorrect, they would certainly have produced those materials to falsify their statements. As it is, I am unable to find any good reason to suppose that they have not told the truth. On a careful consideration of their evidence and the materials on the record, I am satisfied that W.W.1 and W.W.2 are reliable and that they have told the truth.

23. In view of what I have said above, the management appears to have violated the provisions of section 25G in-as-much-as they do not seem to have kept in view the principles of last come first go as embodied in that section.

24. Ext. W.1 in reference No. 30 of 1968 and a letter dated the 3rd August, 1967 (annexure 'A' to Ext. W.1 in reference No. 31 of 1968) show that the services of both these workmen were terminated suddenly and alternative offers which were made to them were those of general mazdoors. As one of them was a watchman and the other was a surface foreman, the alternative offer was for a very much lower category of post. Those offers were not at all such as they were bound to accept. In fact, they did not accept the offers. The correspondence (Exts. W.1, W.2, W.5, W.6 and W.7) in reference No. 31 of 1968 shows that all representations of Shri S. K. Pandey for restoration of his job were turned down:

25. By Ext. W.7, the Resident Engineer informed Shri Awadh Singh Sharma that the company could not reconsider the job offered to him because, in accordance with the instructions of the Colliery Manager, he could not be continued in his employment as watchman. It is significant that the reason given in this letter was not the fact of surpluses but the decision of the Colliery Manager not to continue Awadh Singh Sharma in service on his old job.

26. By Ext. W.4, the management informed Shri Awadh Singh Sharma that he would be paid one months' wages in lieu of notice together with retrenchment compensation due to him which he could collect any day from the accounts section on or before 14th September 1967 along with other dues, if any, after producing the clearance certificate. By Ext. W.6 (Reference No. 31 of 1968), Shri S. K. Pandey was informed that he would be paid one months' wages in lieu of notice together with retrenchment compensation which he could collect from the accounts section on or before 14th September 1967 with other dues, if any, after producing clearance certificate. There is nothing in section 25F to show that the payment of one months' wages to the workmen under sub-paragraph (a) or the payment of retrenchment compensation under sub-paragraph (b) can be made conditional upon production by him of a clearance certificate. Hence it seems to me that the offer of payment of one months' wages as well as the offer of payment of retrenchment compensation to both the concerned workmen, conditional as it was on production by them of clearance certificates, was invalid. On this ground also, the retrenchment of the two concerned workmen must be struck down.

27. In the circumstances mentioned above, I hold that the retrenchment of the concerned workmen in both these references with effect from the 14th September, 1967 was not justified. Awadh Singh Sharma has been re-employed with effect from the 12th June, 1966. The relief which he is entitled to is continuity of service throughout and also his back wages during the period of his enforced un-employment between the 14th September, 1967 and the 12th June, 1968. The management will pay him his wages for the whole of the period of his un-employment during that period.

28. Shri S. K. Pandey has not been re-employed. He is, therefore, entitled to the relief that he will be reinstated as Surface foreman and that he will be paid his full back wages with effect from the 14th September, 1967 up to the date of his reinstatement with continuity of his service.

29. This is my award. Let a copy of this award be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) KAMLA SAHAI,
Presiding Officer.
[No. 2/3/68-LRIL.]

S.O. 4197.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the East Bhuggatdih Colliery of East Bhuggatdih Colliery Company (Private) Limited, Post Office Jharia, Dhanbad and their workmen, which was received by the Central Government on the 2nd October 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 240 of 1967

In the matter of an industrial dispute under Section 10 (1)(d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the East Bhuggatdih Colliery of East Bhuggatdih Colliery Company (Private) Limited, Post Office Jharia (Dhanbad).

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri B. P. Dabral, Chief Personnel Officer.

On behalf of the workmen—Shri S. K. Mukherjee, Advocate.

STATE: Bihar

INDUSTRY: Coal

Dhanbad. the 27th September 1969

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the East Bhuggatdih colliery of East Bhuggatdih Colliery Company (Private) Limited, Post Office Jharia (Dhanbad) and their workmen, by its order No. 2/88/67-LRII dated 10th July 1967 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the demand of the Colliery Staff Association Bihar and Bengal, Post Office Jharia (Dhanbad) that Shri Rajindra Singh, Truck Driver be brought on the permanent establishment of the East Bhuggatdih Colliery Company (Private) Limited, Post Office, Jharia, (Dhanbad) with effect from the 15th March, 1965 on the ground that he has been working at the colliery since that date, is justified? If so, to what relief is he entitled?"

2. Employers as well as the workmen filed their statement of demands. The employers also filed a rejoinder.

3. It is not in controversy that Shri Rajindra Singh (hereinafter referred to as the affected workman) worked in East Bhuggatdih colliery of the East Bhuggatdih Colliery Company (Private) Limited, Post Office Jharia, Dhanbad (referred to hereafter as the employers) from 15th March, 1965, to 21st November, 1966, as a driver driving several motor trucks and cars. The case of the workmen is that the affected workman was appointed as a truck driver in the colliery by the employers and that inspite of his discharging the duties as an employee of the employers and inspite of his request the employers did not bring him in the permanent establishment of the colliery. Against this the plea of the employers is that the employers had never appointed the affected workman as an employee and that he was a driver under a contractor who had placed his vehicle along with the affected workman as a driver and a cleaner at the disposal of the employers on hire basis in terms of a contract. The employers have also taken at the outset an objection against the sustainability of the reference, contending that the subject matter of the reference does not constitute an industrial dispute. The workmen were represented by Shri S. K. Mukherjee, Advocate and the employers by Shri B. P. Dabrol, Chief Personnel Officer. On admission by the workmen Exts. M1 to M9 were marked for the employers and on admission by the employers Exts. W1 to W10 were marked for the workmen. The workmen examined the affected workman as WW. 1 and marked Exts. W. 11 to W. 25 and W. 27. On behalf of the employers 2 witnesses were examined and Exts. M. 10 to M. 12 and Ext. W. 26 were marked. The Standing Orders of the colliery were marked as Ext. W. 28 on admission by the parties at the time of the arguments.

4. Before proceeding to consider the case on its merits I propose to deal with the preliminary objection taken by the employers. Paras 1 to 3 of the statement of demands of employers deal with the objection. It is stated that the reference is misconceived and bad in law, that the subject matter of the reference does not constitute an industrial dispute as it relates to one single workman and is not backed by a substantial number of workmen in the establishment and that the employers put the union to strict proof of fact that it is an industrial dispute. It can be seen that the employers have simply put the workmen to proof that the subject matter of the reference is an industrial dispute without pleading themselves and specific facts to explain their objection. WW. 1 is the affected workman. It is in his evidence that in East Bhuggatdih colliery, wherein he was working a branch of the Colliery Mazdoor Sangh is functioning since before his appointment, that 4 or 5 months after his appointment he became a member of the Sangh and that the Sangh had addressed to the Agent/Manager of the colliery a letter, Ext. W. 24 representin gto the employers the grievances of the staff and workmen, inclusive of himself. WW. 1 further deposed that in 1966 he had became a member of the Colliery Staff Association which represented his case before the Conciliation Officer. In the cross-examination a searching question was put to him to show the receipt as a proof of his having paid subscription to the Colliery Mazdoor Sangh and the affected workman promised to produce it and did produce it at a later stage and marked as Ext. W. 27. It is elicited from WW. 1 in the cross-examination that he could not say if he had become a member of the Colliery Staff

Association before or after Ext. W. 24 was written, that during 1965 and 1966 the total number of the employees at the colliery was 1900 and he could not say how many of them were members of the Colliery Mazdoor Sangh and that he also did not know how many employees of the colliery were members of the Colliery Staff Association in 1965 and 1966. This is the only material elicited from W.W. 1 in the cross-examination on the point under consideration. MW. 1 is the Agent of the colliery since 1964. He has conceded in categorical terms that the Colliery Mazdoor Sangh was and is the recognised union of the colliery, in view of this admission and the letter Ext. W. 24 proved by WW. 1 and not rebutted, it is established that that the affected workman was a member of the Colliery Mazdoor Sangh, that the Colliery Mazdoor Sangh was and is a recognised union of the colliery whereat the affected workman was working and that the Colliery Mazdoor Sangh had raised with the employers the dispute in respect of the affected workman not having been made permanent. Para 9 of Ext. W. 24 shows names of persons who had been working in the colliery since 2 or 3 years and had not yet been made permanent and the name of the affected workman appears therein at Sl. No. 18. This letter is dated 5th August, 1966. The words "industrial dispute" have been defined in Section 2(k) of the Industrial Disputes Act, 1947. But this definition is not of any help to resolve the controversy between the parties, viz., whether the subject matter of reference is or is not an industrial dispute. The definition is as follows:

'Industrial Dispute' means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.

The question is when does a private or individual dispute between the workmen and his employers become an industrial dispute? As pointed out in Western India Match Co. vs. Workers Union (1969—Lab. I.C. 610), on this subject there is only judge-made law. It has consistently been held that if the individual dispute between a workman and his employers has been sponsored by the trade union of the industry, it becomes an industrial dispute. As pointed out by me above, the dispute which is the subject matter of the reference was raised by the trade union, the Colliery Mazdoor Sangh which is a recognised union of the employers, as long ago as on 5th August, 1966 through letter Ext. W. 24 while the Reference is dated 10th July, 1967. As I have stated before, receipt of Ext. W. 24 is not denied by the employers. On the other hand, the Agent, MW. 1 admits its receipt and says that he discussed it with the Secretary of the Branch Colliery Mazdoor Sangh. Thus, the individual dispute concerning the affected workman had become an industrial dispute as soon as the employers had received the letter Ext. W. 24. It is the evidence of the affected workman, WW. 1 that in 1966 he had become a member of the Colliery Staff Association and that regarding the employers not bringing him on the permanent establishment, the Colliery Staff Association espoused his cause, which is ultimately referred to this Tribunal. The Agent, MW. 1 simply says that to his knowledge the affected workman was not an active member of any union but he did not deny that the affected workman was a member of the Colliery Staff Association. He admits that as far as his information goes 5 or 6 members of the monthly paid staff of the colliery were members of the Colliery Staff Association. The failure report accompanying the order of reference clearly shows that the Colliery Staff Association through their letter dated 19th December, 1966 had raised the dispute before the Assistant Labour Commissioner. It is significant to note that the employers did not challenge the competency of the Colliery Staff Association to raise the dispute on behalf of the affected workman at any time during the conciliation proceedings. In this view I do not find any substance in the objection raised by the employers that the subject matter of the reference is not an industrial dispute. The objection is overruled.

5. The crucial question calling for determination is the relationship between the affected workman and the employers. The case of the workmen that the affected workman was an employee of the employers at East Bhugatdih Colliery, is denied by the employers and according to the employers the affected workman was an employee of a contractor by name Shri M. S. Dalal. The term "employee" is not defined in the Industrial Disputes Act, 1947. The word "employee" has a varying content of meaning. It signifies different things. When it is said, for instance, that the persons in a village are employed in agriculture, it is meant that agriculture is their principal occupation. On the other hand, when it is said that X is employed by Y it ordinarily implies that Y renumerates X for the

services and that he has a certain measure of control over his time, skill and labour. Although the control test is useful in many cases, it cannot be used to cover every instance of the relation of employer to employee. The distinction between physical control and right to control is important. In *Short Vs. J & W Henderson Ltd.* (1946-42 T. L. R. 427) Lord Thankerton had re-capitulated the four indicia of a contract of service which were as following:

- (a) the master's power of selection of his servant;
- (b) payment of wages or other remuneration;
- (c) the master's right to control the method of doing the work; and
- (d) the master's right of supervision or dismissal.

The Supreme Court in *Dharankdhra Chemical Works Ltd., Vs. State of Saurashtra* (1957-L.L.J. 477) with specific reference to the requirement of Section 2(s) of the Industrial Disputes Act, 1947, after referring to the four indicia of a contract of service quoted above, has laid down the principles, according to which relationship between employer and employee or master and servant are to be determined, stating, "The *prima facie* test which applied in order to determine the relationship is the existence of right of control in respect of the manner in which the work is to be done. The nature or extent of control which is requisite to establish the relationship of employer and employee must necessarily vary from business to business and is by its very nature incapable of precise definition. The correct method of approach, therefore, would be to consider whether having regard to the nature of the work there was due control and supervision of the employer. It is a question of fact to be decided by all the circumstances of the case. The same view is reiterated by the Supreme Court in *V. P. Gopala Rao Vs. Public Prosecutor* (1969 (18) F. R. 397). In this view the questions as to who actually employed the affected workman and paid him his remuneration or what was the place of work are of minor importance. In view of the law so enunciated let me scan the pleadings of the parties to find out the attending circumstances.

6. While denying the case of the workmen that the affected workman was appointed with effect from 15th March, 1965, and since then was an employee at the colliery of the employers, in the statement as well as in the rejoinder the employers have simply stated that the affected workman was driver under a contractor. They did not even name the contractor nor did they refer to the contract. But through their Agent, MW. 1. they have come forth with some details. MW. 1. is not only the Agent of the employers, but he is one of the 5 directors. It is in his evidence that the truck BRW 2200 belongs to Shri M. S. Dalal, that as negotiated by Shri Jaswant Worrah, one of the directors, an agreement, Ext. M. 10 was entered into between Shri M. S. Dalal and the employers, that in terms of the agreement Shri M. S. Dalal placed the truck BRW 2200 along with a driver and cleaner at the disposal of the employers on hire basis and that the affected workman was the driver who was so placed at the disposal of the employers. As shown by MW. 1 himself, the agreement is not registered. It is not even stamped. The failure report accompanying the order of reference, does not show that the agreement was either pleaded or produced before the Conciliation Officer. It is contended on behalf of the workmen that the agreement, Ext. M. 10 is spurious and brought into existence only to press into service in this case. The agreement, Ext. M. 10 is in the form of a letter addressed to Shri M. S. Dalal by the Agent of the employers and accepted by Shri M. S. Dalal. It is dated 1st March, 1965, and as per its para 7 it deemed to have come into effect also from that date. The number of the truck is not mentioned in the agreement. It is stated in para 1 that the truck belonging to Shri M. S. Dalal shall be taken on hire along with his driver and cleaner, if any. The words "if any" are significant, in that it only means that the employers were to take along with the truck the driver and/or cleaner if there was any already appointed by Shri M. S. Dalal. Further the agreement shows that the employers had only to pay the hire charges for the truck at Rs. 20 per day and bear all its repairs and renewals at their own cost and also pay the salary to the driver and khalasi not exceeding Rs. 150 and Rs. 70 per month respectively. The agreement was for 5 years at the first instance and renewable for a further period of 5 years at the option of the employers and on the termination of the agreement the employers were bound to return the truck in perfect running condition. The agreement does not say that the truck would be returned along with the driver and/or cleaner. There is no clause to indicate what should happen to the driver and/or cleaner, if supplied to the employers by Shri M. S. Dalal along with the truck, after termination of the period of agreement. Shri M. S. Dalal is examined as MW. 2. He as well as the Agent of the

employers, MW. 1 deposed with one voice that the agreement, Ext. M. 10 in fact came into effect from 15th March, 1965, although it was stated in Ext. M. 10 that it would be deemed to have become effective from 1st March, 1965. According to MWs. 1 and 2 the truck BRW 2200 as well as the affected workman as its driver were placed at the disposal of the employers also on 15th March, 1965. Because of the contention of the employers that the affected workman was appointed as the driver by Shri M. S. Dalal before the affected workman along with the truck were placed at the disposal of the employers, it requires to be assumed that the affected workman was appointed as a driver by Shri M. S. Dalal before 15th March, 1965. But Shri M. S. Dalal says categorically in his examination in Chief itself that he had appointed the driver (the affected workman) on 15th March, 1965. It means that on the date of the agreement, Ext. M. 10 and on the date from which the agreement was to be deemed as come into effect neither the affected workman nor any other person was appointed by Shri M. S. Dalal as the driver for the truck BRW 2200. He also has conceded that on the date of the agreement he had no driver as he had not appointed any yet. To the questions by the Tribunal he goes back on his previous statement and says that he had appointed the affected workman on 12th March, 1965, or 13th March, 1965. But he has also admitted that he did not pay salary to the affected workman from his pocket even for a day. If under the agreement the employers were bound to pay the salary to the affected workman with effect from 15th March, 1965 who had paid the affected workman his salary for 2 or 3 days prior to that date? Shri M. S. Dalal, MW. 2 has conceded that he has no record to prove when he had appointed the affected workman as his driver. It must not be forgotten that MW. 2 is a business man and as such is expected to keep record for every transaction. It follows that from 15th March, 1965 the truck was at the disposal of the employers and prior to that date Shri M. S. Dalal had neither appointed the affected workman nor any other person as a driver for the truck nor had he paid salary from his pocket for the driver even for a day. Yet Shri M. S. Dalal, MW. 2 as well as the employers want the Tribunal to believe that the affected workman was appointed by Shri M. S. Dalal and that he was the employee of Shri M. S. Dalal before the truck was placed at the disposal of the employers on 15th March, 1965. In this connection it also requires to be noted that Shri M. S. Dalal himself was a business man dealing in transport. On his own showing he had only one truck BRW. 2200 and he had purchased the chassis of the truck in December, 1964. He has not said a word as to who was his driver before he had appointed the affected workman for his truck. At any rate it emerges from his evidence that there was no driver to drive his truck from 1st March, 1965, the date of the agreement, Ext. M. 10 till 15th March, 1965. For a business man this loss in his business is not insignificant and if there was really such a loss, MW. 2 would not have hesitated from disclosing the circumstances under which he had to appoint the affected workman as his driver. From the material inference is irresistible that the affected workman was appointed by the employers and not by Shri M. S. Dalal.

7. In this connection it is also necessary to consider the relationship of Shri M. S. Dalal with the employers. According to the workmen he is a hench man of the employers and the truck belongs to the employers, although it stands in the name of Shri M. S. Dalal as benami. As I have stated already there is no reference at all to Shri M. S. Dalal in the statement filed by the employers. In the statement it was stated that the affected workman was a driver under a contractor and that the contractor had placed his truck along with the affected workman as its driver. The Agent, MW. 1 has deposed that Shri M. S. Dalal was not a contractor of the company during the period 1965-66. It is through the evidence of the Agent, MW. 1 and Shri M. S. Dalal, MW. 2 the story has comeforth that Shri M. S. Dalal had appointed the affected workman as his driver and made him. MWs. 1 and 2 have deposed that Shri M. S. Dalal was in the employment of the employers till 1959 as the cashier and that from 1959 he continued to serve the colliery as the honorary cashier. He is still in occupation of the company's quarter in the colliery. In the same breath Shri M. S. Dalal, MW. 2 has deposed that from 1959 he is doing his independent business of transport, that till 1961 he had road construction contract at Rajkot in partnership with others, that in 1961 he started coal transport business having his place of business at Ganaudih colliery and that Ganaudih colliery is at a distance of 2 to 3 miles from East Bhuggatdih colliery. The keys of the safe of the colliery are in his custody and he still does the work as a cashier although with limited duty. It is not explained how he could do road construction work at Rajkot or coal transport business at Ganaudih colliery while living at East Bhuggatdih colliery and working there as cashier, though with limited duty, having the keys

of the safe of the colliery with him. No reason is shown why he should undertake this honorary duty. He says that he does not know who owns Ganaudih colliery inspite of the fact that his place of business is at that colliery. He expressed his ignorance if Shri Jaswant Worrah is its director. Although on his own showing Shri Jaswant Worrah is the director of the employers company. He says that he paid about Rs. 31,000 for chassis of the truck and has with him the bill and receipt and that he is an income tax assesse. But the bill and receipt have not come to light, nor are his accounts produced to prove that he had paid Rs. 31,000 for purchase of the truck chassis. He further says categorically that when handed over the truck to the employers he had not left with him any right of supervision over its working and he was not getting any extra hire for running the truck by the employers for extra hours. The terms of the agreement, Ext. M. 10 also do not show that he had any supervision left over the truck or its driver during the period when the truck was at the disposal of the employers. But in their rejoinder the employers have pleaded that they were paying the salary of the affected workman on the vouchers prepared by Shri M. S. Dalal and that khoraki and overtime were also paid as determined by him. The evidence of the Agent, MW. 1 shows that Shri M. S. Dalal was taking report from the affected workman regarding the hours of overtime done by him and verifying it. It seems that payment of overtime, under Ext. M. 9 was made to the affected workman after the voucher was checked by Shri M. S. Dalal as to the hours of overtime done by the affected workman, that when the voucher, Ext. W. 18 was not prepared by Shri M. S. Dalal it was refused by the employers and that even the monthly pay vouchers of the affected workman, Ext. M. 8 series are endorsed by him. It is not comprehensible why Shri M. S. Dalal should undertake all such jobs when he had no more supervision left over the affected workman or the truck after 15th March, 1965. It is to be seen that after Shri M. S. Dalal ceased to be the cashier at the colliery, according to MW. 1, Shri B. M. Bhatt is the cashier. He has denied the suggestion that Shri Bhatt is the Accountant. When there is a separate cashier there appears to be no reason why Shri M. S. Dalal should take upon himself the job of supervising the work of the affected workman. I find considerable force in the suggestion of the workmen that Shri M. S. Dalal had to do so because his interests were identical with those of the employers. In short, I find that Shri M. S. Dalal is no other person than the one who is interested in the employers.

8. In the rejoinder itself the employers have admitted that from 15th March, 1965, they had paid the affected workman his monthly salary at Rs. 150/- and khoraki and overtime. This statement is further supported by Ext. M. 8 series and Ext. M. 9.

9. According to the workmen, during the period from 15th March, 1965 the affected workman drove truck No. BRR 1578, BRW 2200, BRW 2242, van BRR 3265, truck BRW 2463, car WBA 9804 and car BRR 8110 as directed by the employers. According to the statement of the employers the affected workman did not drive any truck belonging to the employers except car No. BRR 8110 for a few days and whatever trucks he had driven belonged to the contractors. However, in the rejoinder they have conceded that on rare occasions the services of the affected workman were borrowed for driving certain vehicle belonging to the employers. They have further conceded that the truck BRR 1578 belonged to the employers and car BRR 8110 was under the personal control of the Manager of a sister concern. In the statement the employers had stated that the affected workman had been driving the trucks belonging to the contractors. But the Agent, MW. 1 has in his evidence that except Shri M. S. Dalal there was no other contractor who had supplied any truck to the employers. MW. 1 has also conceded that during the period from 15th March, 1965 the affected workman was under the control of the employers and that he had driven truck BRW 2200, truck BRW 2242, car BRR 8110 and car WBA 9804. The witness categorically deposed that during the material period he was having at his disposal the car WBA 9804. Regarding car BRR 8110 it was stated in the rejoinder that it was under the personal control of the Manager of M/s. Industry West Ena colliery and that the Manager had requisitioned the services of the affected workman from Shri M. S. Dalal. Against this MW. 1 says that the car BRR 8110 was taken from the Manager, Industry West Ena Colliery by the Manager, Shri P. G. Ghokle of East Bhuggatdih colliery and the affected workman had to drive it for 3 or 4 days. Shri M. S. Dalal has not spoken a word in this respect. MW. 1 has further stated that during the material period the employers were using for the purpose of the colliery the trucks BRW 2200 and BRW 2242 in addition to some more trucks the number of which he did not remember. The

evidence of MW. 1 is discrepant in that he says that the trucks BRW 2200 and BRW 2242 had come to the colliery through a contractor, Shri B. B. Jani and that they were not used by the employers but were used only by Shri B.B. Jani for transporting sand to the colliery. It must be remembered that throughout the case of the employers has been that the truck BRW 2200 belongs to Shri M. S. Dalal and it was given to the employers on hire under the agreement, Ext. M. 10. MW. 1 had denied that he did not know who was the owner of the truck BRW 2242 while Shri M. S. Dalal . MW. 2 has deposed that he had borrowed the truck BRW 2242 from his friend Shri Nandwana and that the affected workman drove it for a month and a half. This Shri Nandwana also resides in a quarter in East Bhuggatdih Colliery opposite to the quarter of Shri M. S. Dalal. The father of Shri Nandwana was Sri M. P. Katchhud who was the Agent of the employers before MW. 1 was appointed as such, and the sister of Shri Nandwana by name Smt. Induben is married to Shri C. K. Worrah, a brother of Shri Jaswant Worrah, the director. MW. 2 also is discrepant. Having spoken that the truck BRW 2242 belong to Shri Nandwana he says that he did not know where it came from. MW. 1 has deposed that the employers were owning only one car during the material period, that it was WBA 9804 and that it was used by him for about a year. In the same breath he says that he does not remember in whose name the owner book or registration book of the vehicle was. He did not deny that it belonged to the employers. MW. 1. has deposed that the employers had made payment to Shri M. S. Dalal as hire for the truck and he has in his office record to substantiate it. No such record has come forth. From this material it is manifest that from 15th March, 1965, the affected workman worked under the control of the employers and was engaged in driving several vehicles, inclusive of those belonging to the employers, under the instructions of the employers or their Agents. MW. 1 has in his evidence that during the period 1965-66 the total number of workmen in the colliery was about 1600 and that all of them were on the permanent rolls of the colliery. But Ext. W. 24 is a letter admitted by the witness, para 9 of which complained that nearly 70 workmen were on temporary basis inspite of their having put 2 or 3 years service. Ext. W. 10(1) to Ext. W. 10(5) are the documents marked on admission by the employers. They are letters addressed by the Colliery Mazdoor Sangh to the employers and minutes of the meetings held in the office of the Agent. In Ext. W. 10(1) there was a complaint that temporary workers should be made permanent. In Ext. W. 10(2) union was asked to furnish a list of temporary workers. In Ext. W. 10(4) there was a complaint that the loaders and miners working since 3 or 4 years were still kept temporary. In Ext. W. 10(5) it was agreed that some wagon loaders should be made permanent. From this material it emerges that there was a practice at the colliery of the employers to keep workmen on temporary basis for a considerable time and in this light it appears highly probable that the affected workman was also kept on temporary basis by paying him his salary and other emoluments on vouchers. Considering this evidence in the light of law on the subject, I have no hesitation to hold that the affected workman was the employee of the employers with effect from 15th March, 1965.

10. Under the Standing Orders, Ext. W. 27 the employees are classified as (1) permanent, (2) probationers, (3) baddies or substitutes, (4) temporary and (5) apprentices. The permanent employee is one who is appointed for an unlimited period or who has satisfactorily put in six month's continuous service in a permanent post as a probationer. A temporary employee is one who is engaged for work which is of an essentially temporary character or which is likely to be finished within a limited period. No appointment order of the affected workman is brought on record. It is not the case of the employers that he was a temporary employee or appointed for a limited period. Admittedly he had put in satisfactory service of more than 6 months from 15th March, 1965. No satisfactory evidence is produced to prove that he had ceased voluntarily to resume duty from 21st November, 1965, or to prove that there was any justifiable reason for stopping him from work. Hence, he is entitled to be brought on the permanent establishment of the colliery of the employers and receive his wages and other dues accordingly.

11. I, therefore, hold that the demand of the Colliery Staff Association, Bihar and Bengal, Post Office Jharia (Dhanbad) that the affected workman, Shri Rairindra Singh, Truck driver be brought on the permanent establishment of the East Bhuggatdih Colliery Company (Private) Limited, Post Office Jharia (Dhanbad) with effect from the 15th March, 1965, on the ground that he has been working at the colliery since that date, is justified and he is entitled to his salary and

other emoluments in accordance with law from the above date after deducting what he has already received. The award is made accordingly, and submitted under Section 15 of the Industrial Disputes Act, 1947.

Sd./- N. V. RAO.

Presiding Officer,

Central Govt., Industrial Tribunal (No. 2)
Dhanbad.

[No. 2/88/67/LRII.]

New Delhi, the 13th October 1969

S.O. 4198.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri K. Sharan, Arbitrator in the industrial dispute between the employers in relation to the management of Toposi Colliery of Messrs. Associated Nandi Collieries Limited, Post Office Toposi, District Burdwan and their workmen, which was received by the Central Government on the 4th October, 1969.

BEFORE SHRI K. SHARAN, REGIONAL LABOUR COMMISSIONER (C), ASANSOL AND ARBITRATOR

PRESENT:

Shri K. Sharan, Regional Labour Commissioner (Central), Asansol.

PARTIES:

Employers in relation to Toposi Colliery of M/s., Associated Nandi Collieries Ltd., P. O. Toposi, Dist: Burdwan.

Vs.

Their workmen represented by the Colliery Mazdoor Sabha (AITUC), P.O. Raniganj, Dist: Burdwan.

APPEARANCES:

For employer:—Shri Sunil Kumar Mukherjee, Enquiry Officer, Toposi Colliery.

For Workmen:—Shri Bobin Chatterjee, Vice-President, Colliery Mazdoor Sabha (AITUC), P. O. Raniganj, Dist: Burdwan.

STATE: West Bengal

INDUSTRY: Coal Mines.

Asansol, the 25th September, 1969

AWARD

The Central Government, having received on the 24th May, 1969 the arbitration agreement dated 2nd May, 1969 between the management of Toposi Colliery of M/s., Associated Nandi Collieries Ltd., P. O. Toposi, Dist: Burdwan (hereinafter referred to as the management) and their workmen represented by the Colliery Mazdoor Sabha (AITUC), P. O. Raniganj, Dist: Burdwan (hereinafter referred to as the union) in pursuance of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947) referring the industrial dispute between them, the specific matters in dispute being as detailed below, to my arbitration, and the Central Government being of the opinion that the industrial dispute referred to above existed between the management and their workmen ordered publication of the said arbitration agreement in the Gazette of India, Part II Section 3, Sub-section (II) under its order No. 6/33/69-LRII dated 23rd June, 1969:—

Specific Matters in Dispute

“Whether the management of Toposi Colliery, P. O. Toposi, Dist: Burdwan of M/s., Associated Nandi Collieries Ltd., is justified in making Shri Trith Raj Jabo, Coal Cutter as ‘Badli’ worker on and from 20th February, 1969 and if not, to what relief he is entitled?”

2. The Vice-President of the Colliery Mazdoor Sabha (AITUC), Raniganj was requested under this office letter No. B-1/405(5)/69 dated 21st June, 1969 to submit written statement endorsing its copy to the opposite party and simultaneously the Manager, Toposi Colliery was requested to submit its rejoinder to the written statement of the union, if any, received by them. The union did not submit any written statement. However, the management filed its written

statement dated 1st July, 1969 which was received by me on 2nd July, 1969. A copy of the written statement filed by the management was forwarded to the union under this office letter No. E.1/1(2)/69 dated 9th July, 1969 with the request to submit its rejoinder on the written statement of the management so as to reach the undersigned latest by 24th July, 1969 endorsing a copy thereof to the management. The union did not submit any rejoinder. The matter came up for hearing on 30th July, 1969 when Shri Robin Chatterjee, Vice-President of the Colliery Mazdoor Sabha was present on behalf of the workmen. Shri S. K. Mukherjee was present on behalf of the management but as he had not produced any letter of authority from the management enabling him to appear before the Arbitrator on that date the hearing was adjourned to be held in this office on 31st July, 1969. On 31st July, 1969 Shri S. K. Mukherjee, Enquiry Officer, Toposi Colliery was present on behalf of the management and Shri Robin Chatterjee, Vice-President of the Colliery Mazdoor Sabha was present on behalf of the workmen and representatives of both the parties entered into an agreement to the effect that I could give my arbitration award in the instant industrial dispute by 30th September, 1969. After several adjournments the matter came up for final hearing on 25th August 1969. On that date the representatives of both the parties were present. The management produced certain documents which with the consent of the representative of the union were marked Ext. M. 1 to Ext. M. 10. The representative of the union produced certain documents which with the consent of the representative of the management were marked Ext. W. 1 to W. 6. Neither party produced any witnesses. I heard the arguments put forward by the representatives of both the parties.

3. The case of the management as made out in its written statement is that Shri Trith Raj Jado, Coal Cutter went home on leave granted to him for 14 days with effect from 13th January, 1969; that he sent an application dated nil praying therein to grant extension of leave for 16 days on the ground of illness of his wife and in support submitted the medical certificate dated 27th January, 1969; that the said certificate was found to be defective inasmuch as it was not countersigned by the Chairman of the Gram Panchayat and the Physician who attended on his wife made strange recommendation that she would require complete rest on and from 30th January, 1969 to 16th February, 1969 and not from 27th January, 1969 i.e., the date on which she had fallen ill and the physician had attended on her and had issued the medical certificate; that in order to satisfy itself about the genuineness of the ground for extension of leave, the management had instructed the workman concerned to send a fresh medical certificate duly countersigned by the Chairman of the Gram Panchayat as a proof of his wife's illness; that he failed to comply with the above instructions even on receipt of the instructions referred to above communicated to him under Manager's letter No. 82/LWO/69/26 dated 3rd February, 1969 which was sent to him at his home address under registered post and was also received by him on due date; that he submitted the medical certificate dated 17th February, 1969 but he in spite of complying with the instructions of the management sent separate letter of the Chairman of the Gram Panchayat together with a medical certificate; that the certificates of the medical officer and the Chairman of the Gram Panchayat were quite contrary to each other inasmuch as the Chairman of the Gram Panchayat stated that Shri Jado's wife was treated in a hospital whereas the medical certificate was granted by the private medical practitioner; that according to the management it was clear that the workman took recourse to utter falsehood with an intention to get the extension of leave originally granted to him; that he instead of reporting for duties immediately after the expiry of the period for which he applied for extension of leave reported himself for duties on 20th February, 1969 after absenting himself for further 3 days; that according to the management he had stayed beyond the period of leave originally granted to him and had also failed to explain to the satisfaction of the management his inability to report for duties on the expiry of his leave and as such he lost his lien on his permanent appointment and his name was transferred to 'Badli List'; that the management had all along been fair to him and the action of the management was fully justified and bonafide and as such the workman concerned was not entitled to any relief.

4. The case of the union in brief is that Shri Trith Raj Jado had proceeded to his native place on leave granted by the management upto 29th January, 1969; that his wife had fallen sick and he applied to the management for extension of his leave under his letter dated 27th January, 1969 on the ground of his wife's illness duly supported by the medical certificate granted by the Dr. S. S. Singh; that his wife had become fit on 17th February, 1969 and accordingly he obtained second medical certificate date 17th February, 1969 indicating therein the period

of her illness and that on 17th February, 1969 she was fit, from the same Doctor and obtained another certificate dated 17th February, 1969 from the Mukhiya, Gram Panchayat; that he reported for duties at the colliery on 20th February, 1969 and produced the certificate dated 17th February, 1969 granted by the Doctor as well as the certificate granted by the Mukhiya, Gram Panchayat to the Manager and submitted petition dated 20th February, 1969 stating therein the circumstances under which he had applied for extension of leave; that the management did not allow him to resume his duties and wrote to him a letter dated 20th February, 1969 informing him that the medical certificate produced by him could not be accepted as valid document as the same had not been duly countersigned by the Chairman of the Gram Panchayat as per the provisions of the standing orders and accordingly he lost his lien on his previous appointment but he was kept on 'Badli list'; that the action of the management in terminating his lien was not justified because according to the union there was no stipulation in the terms of contract or in the certified standing orders that a workman will have to submit a medical certificate in support of his wife's illness duly countersigned by the Chairman of the relevant Gram Panchayat; that the management's letter dated 3rd February, 1969 was neither sent to the workman nor received by him; that the management never rejected his prayer for extension of leave; that the management terminated his lien not on the ground of overstaying the leave but on the contrary on the ground of his failure to submit medical certificate duly countersigned by the Chairman of the Gram Panchayat and that too without giving him any opportunity to show cause against the proposed action of the management; that this action of the management was not in conformity with the provisions of the certified standing orders. The representative of the union stated further that the management had subsequently made the workman permanent but it failed to restore the past services and as such demanded that his past services be restored.

5. It has been admitted by both the parties that Shri Trith Raj Jado was on leave upto 29th January, 1969 and that he applied for extension of leave under his letter dated 27th January, 1969 (Ext. M.3) for the period, 31st January, 1969 to 16th February, 1969 and that the aforesaid application was accompanied by the medical certificate dated 27th January, 1969 (Ext. M. 4) in which Dr. S. S. Singh had certified that Shri Jado's wife was suffering from cold fever and was under his treatment from 27th January, 1969 and that she should take complete rest from 30th January, 1969 to 16th February, 1969. It has also been admitted that Shri Jado reported for duties on 20th February, 1969 and submitted application stating therein that he had proceeded to his native place after obtaining leave and he had to extend the leave on the ground of his wife's illness and that together with that letter he submitted another medical certificate dated 17th February, 1969 (Ext. M.8) granted by the Dr. S. S. Singh certifying therein that Shri Jado's wife was suffering from fever from 27th January, 1969 to 16th February, 1969 and she was medically fit on 17th February, 1969 and also a certificate granted by Shri Ramdeo, Mukhiya of the Gram Panchayat, Thathbrah certifying therein that Shri Jado's wife was ill for about two months and that there was none to arrange for her treatment excepting Shri Jado himself and that she had become quite well after she had been treated in a hospital. The management of Toposi Colliery did not allow Shri Jado to resume his duties when he reported for duties on 20th February, 1969 and served on him letter No. 82/WO/69/26 dated 20th February, 1969 (Ex. M. 5) the contents of which is reproduced below:—

"The medical certificate produced by you cannot be accepted as valid document as the said certificate has not been duly countersigned by the Chairman of the Gram Panchayat.

As per provisions of the standing order, you lose lien on your previous appointment.

However, you are being kept in the Badli list".

6. The question is as to whether the management was justified in terminating the lien of Shri Trith Raj Jado on his previous appointment as Coal Cutter and keeping his name on 'Badli list'.

7. The contention of the management is that the Manager's letter No. 82/LWO/69/26 dated 3rd February, 1969 sent to Shri Trith Raj Jado under registered post was received by Shri Jado. It was contended by the union that this letter was never received by Shri Jado. Ext. M. 1 is the original letter dated 3rd February, 1969 addressed to Shri Jado and Ext. M. 2 is the office copy of the same letter. Both these letters have been exhibited by the management. It is clear that both, the original letter as well as the office copy of the letter in ques-

tion were in the possession of the management. Ext. M. 10 is the registered cover in which the letter dated 3rd February, 1969 was purported to have been sent to Shri Jado under registered post with A/D. The postal endorsement on that cover indicates that it was refused and hence re-directed to the addressee. From all these it is evident that the contention of the management that the Manager's letter dated 3rd February, 1969 was received by Shri Jado is not correct. There is neither any order on the body of Shri Jado's letter dated 27th January, 1969 (Ext. M. 3) nor on any other paper excepting Manager's letter dated 3rd February, 1969 addressed to Shri Trith Raj Jado (Ext. M. 1). Even in that letter there is nothing to indicate that his request for extension of leave was rejected by the management. Manager's letter dated 20th February, 1969 (Ext. M. 5) is very important letter because it is this letter under which Shri Jado's lien was ordered to be terminated. In this letter nowhere it has been mentioned that he lost his lien because he overstayed his sanctioned leave. Even the relevant standing orders under which the lien on his previous appointment was terminated was not mentioned. On the contrary the first paragraph of that letter says that the management did not accept the medical certificate produced by him as valid because it was not duly countersigned by the Chairman of the Gram Panchayat. This clearly shows that the management terminated his lien on the ground of his failure to obtain the counter-signature of the Chairman of the Gram Panchayat on the medical certificate dated 27th January, 1969 produced by him in support of his wife's illness. During the course of hearing the learned representative of the management had argued that his lien had terminated because he had violated the provisions of paras 10(c) of the certified standing Orders of Toposi Colliery. Para 10(c) of the certified standing orders is reproduced below:—

"10(c) Subject to certification as hereinafter provided, any workman who has completed a period of twelve months' continuous service, shall be entitled to sick leave at half his wages (basic and dearness allowances) for a period of fourteen days in a year. Application for sick leave for three days or more shall be supported by a certificate of the Mines' Medical Officer—in cases where a workman lives within a radius of two miles from the premises of the mine; and in cases where a workman lives beyond the radius of two miles from the premises of the mine, it shall be supported by a certificate from a registered medical practitioner duly countersigned by the Chairman of the Gram Panchayat Concerned".

When I pointed out to him that his argument was fallacious inasmuch as para 10(c) of the certified standing orders was applicable in respect of a workman applying for sick leave on the ground of his personal sickness at a place situated beyond the radius of two miles from the colliery premises, he invited my attention to para 10(f) of the certified standing orders under which according to him the lien of Shri Trith Raj Jado was terminated as he had over stayed the leave granted to him for more than 10 days. Para 10(f) of the certified standing orders is reproduced below:—

"10(f) If a workman remains absent beyond the period of leave originally granted or subsequently extended, he shall lose lien on his appointment unless he:—

- (a) returns within ten days of expiry of his leave and
- (b) explains to the satisfaction of the manager his inability to return on the expiry of his leave.

In case, the workman loses his lien on the appointment, he shall be entitled to be kept on the badlist".

8. I have already discussed earlier that the workman was never informed that his request for extension of leave was rejected. In this connection para 10(c) of the certified standing orders is also very important. The relevant extract of which is reproduced below:—

10(e)	x x	x x	x x	x x	x x	x x
-------	-----	-----	-----	-----	-----	-----

If the workman after proceeding on leave desires an extension thereof, he shall apply to the manager, who shall send a written reply either granting or refusing the extension of leave to the workman".

In the instant case it is admitted fact that the workman concerned did apply for extension of leave and his application dated 27th January, 1969 (and not dated nill as contended by the management) was received by the Manager of the colliery but his request for extension of leave was not refused. In absence of refusal of leave by the Manager, the workman can reasonably expect that his request for extension of leave upto 16th February, 1969 was granted by the Manager of the colliery specially in view of the fact that he had submitted a medical certificate in support of his wife's illness on the ground of which he had applied for the extension of leave. On 20th February, 1969 when he reported for duty he submitted another application stating the circumstances under which he had applied for extension duly supported by the medical certificate (Ext. M-8) granted by the Dr. S. S. Singh and the certificate granted by the Mukhiya of the Gram Panchayat, Thathrah (Ext. M.9). Even after that the Manager did not refuse the extension of leave for which he had applied twice. The fact of illness of Shri Jado's wife during the relevant period has been duly supported by the certificates of the Doctor as well as the Mukhiya Gram Panchayat. Both of them have certified that his wife became fit on 17th February, 1969. The workman will naturally take some time for travelling from his home village to the colliery. Moreover in the Manager's letter dated 20th February, 1969 (Ext M.5), the workman was neither informed that he had overstayed the leave nor that the Manager was not satisfied with his explanation for overstay.

9. In the circumstances, I hold that the management was not justified in terminating the lien of Shri Jado on his previous appointment and keeping him on Badli list with effect from 20th February, 1969. Both parties have admitted before me that Shri Trith Raj Jado has already been made permanent in the post of coal cutter. During the course of hearing the representative of the union simply demanded that the management should give continuity of service to Shri Jado. This demand of the union, in my opinion, is very modest. Accordingly, I direct that the management of Toposi Colliery of M/s. Associated Nandi Collieries Ltd., P.O. Toposi, Dist. Burdwan shall give continuity of service to Shri Trith Raj Jado, Coal Cutter, during the period, 20th February, 1969 to the date on which he was made a permanent Coal Cutter at Toposi Colliery. The arbitration award is made accordingly and submitted to the Central Government under sub-section (4) of Section 10A of the I. D. Act. 1947.

(Sd.) K. SUARAN,
Regional Labour Commissioner (C), Asansol & Arbitrator.
[8/33/69-LRII.]

S.O. 4198.—Whereas an industrial dispute exists between the employers in relation to the management of Ranipur Colliery of Messrs Equitable Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen represented by Colliery Mazdoor Sabha (All India Trade Union Congress), Post Office Raniganj, District Burdwan;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the persons specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 24th September, 1969.

[A G R E E M E N T]
FORM 'C'

[Under Section 10A of the Industrial Disputes Act, 1947]

Name of the parties:

*Representing employers.—*Shri Lt. Col. S. P. Sharma, Chief Personnel Officer, M/s. Equitable Coal Co. Ltd., P.O. Dishergarh, Dist. Burdwan.

*Representing workmen.—*Shri Robin Chatterjee, Vice-President, Colliery Mazdoor Sabha (All India Trade Union Congress), P.O. Raniganj Dist. Burdwan.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri K. Sharan, Regional Labour Commissioner (C), Asansol.

- (i) *Specific Matters in Dispute.*—“Whether the management of Ranipur Colliery of M/s. Equitable Coal Company Ltd. was justified in transferring the workmen named below from Ranipur Colliery to different collieries/establishments mentioned against the name of the respective workman? If not, to what relief are the workmen concerned entitled?

Sl. No.	Name of the workmen	Designation	Date of order of transfer	Transferred to
1	2	3	4	5
1.	Shri Banwari	Timber Mistry	21-6-69	Bejdih Colliery
2.	Shri Kali Roy	Machine Driver	23-7-69	Bejdih Colliery
3.	Shri Sashnath Pandey	U/G Trammer	23-7-69	Methani Colliery
4.	Shri Bhagbat Chatterjee	Electrician	23-7-69	Methani Colliery
5.	Shri Gour Hari Roy	W. O's Clerk	23-7-69	Agents Office at Methani”

- (ii) Details of the parties to the dispute indicating the name and address of the establishment or undertaking involved:

Employers in relation to Ranipur Colliery of M/s. Equitable Coal Company Ltd., P.O. Dishergarh, Dist. Burdwan.

- (iii) Name of the union, if any, representing the workmen in question:

Colliery Mazdoor Sabha (AITUC), P.O. Raniganj, Dist. Burdwan.

- (iv) Total number of workmen employed in the undertaking affected:
About 1800

- (v) Estimated number of workmen affected or likely to be affected by the dispute:

5 (five)

The decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his Award within the period of fifteen days or within the further time as is extended by mutual agreement between us in writing. In case the award is not made within the period mentioned above, the reference to arbitration shall automatically be cancelled and we shall be free to negotiate for fresh arbitration.

(Sd.) LT. COL. S. P. SHARMA,
Chief Personnel Officer,
M/s. Equitable Coal Co. Ltd.,
Representing the Employers:

(Sd.) ROBIN CHATTERJEE,
Vice-President, Colliery
Mazdoor Sabha (AITUC)
Raniganj, Dist. Burdwan.

Witnesses:

1. (Sd.) RANJIT DUTTA.
2. (Sd.) BANWARI.

Dated, Asansol, the 3rd September, 1969.

ORDERS

New Delhi, the 7th July 1969

S.O. 4200.—Whereas an industrial dispute exists between the employers in relation to the Bikaner Gypsums Limited, Bikaner (hereinafter referred to as the said Company) and their workmen represented by the Gypsum Mine Workers Union, Bikaner (hereinafter referred to as the said Union);

And whereas the said company and the said Union have, by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 3rd June, 1969.

(AGREEMENT)

(Under Section 10-A of the Industrial Dispute Act, 1947)

Between

Name of the parties

Representing Employers—Shri H. Choudhury, Agent, M/s. Bikaner Gypsums Ltd., Bikaner.

Shri A. K. Mukherjee, Personnel Manager, M/s Bikaner Gypsums Ltd., Bikaner.

Representing workmen

Shri V. N. Gupta, Secretary, Gypsum Mine Workers Union, Bikaner.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Manepatti, Deputy Chief Labour Commissioner (Central) Government of India Ministry of Labour, Employment & Rehabilitation, Officer of the Chief Labour Commissioner, Sharma Shakti Bhavan, Rafi Marg, New Delhi.

(i) Specific matter in dispute

“Whether the demand of the Union that the Pump Attendants and Wireman ‘A’ should be supplied woollen and cotton uniforms similar to those supplied to Generator Operator-cum-Switch Board Attendants is justified and if so, to what relief are the concerned Pump Attendants and Wireman ‘A’ entitled to.”

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

M/s Bikaner Gypsums Limited Sadu Club Building, P.O. Bikaner, Rajasthan.

(iii) Name of the Union, if any, representing the workmen in question.

Gypsum Mine Workers Union, 19, Sethia Quarters, P.O. Bikaner, Rajasthan.

(iv) Total number of workmen employed in the undertaking affected.

475 Approximately.

(v) Estimated number of workmen affected or likely to be affected by the dispute.

10 Approximately.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties.

Representing Employers

Sd/- H. Choudhury,
Sd/- A. K. Mukherjee,

Representing workmen

Sd/- V. N. Gupta,

Witnesses:

1. Sd/- U. S. Suthaa.

2. Sd/- S. Sharma

Bikaner,

Dated 30th May, 1969.

[F. No. 24(33)/69-LR.I.]

New Delhi, the 4th October 1969

S.O. 4201.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed :

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3) Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

“Whether the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee (Dhanbad), was justified in refusing work to Shri Sekh Dil Mohammed, Explosive Carrier/Stone-cutter, with effect from the 3rd October, 1968? If not, to what relief is he entitled?”

[No. 2/137/69-LRII.]

S.O. 4202.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bokharo Jharia Colliery, Post Office Karmatand, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

“Whether the management of Bokharo Jharia Colliery, Post Office Karmatand, District Dhanbad was justified in stopping Shri Pundeo Raut, Watchman from work with effect from the 19th July, 1969 ? If not, to what relief is the workman entitled?”

[No. 2/149/69-LRII.]

. New Delhi, the 6th October 1969

S.O. 4203.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Messrs M. S. Sawhney and Sons, Chandidivali, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Bombay, constituted under section 7A of the said Act.

SCHEDULE

“Whether the action of the management of Messrs M. S. Sawhney and Sons, Chandidivali, Bombay, in terminating the services of the following 12 Female Workers with effect from the dates noted against each was justified? If not, to what relief the workers concerned are entitled?

Name of the Female Workers	Date of termination
1. Smt. Trivenibai Samrath Suryavashi	11-10-1968
2. Smt. Hirabai Govind Kamble	27-9-1968
3. Smt. Gangubai Lingu Kamble	16-8-1968
4. Smt. Surpabaj Sahebrao Awade	11-10-1968
5. Smt. Chandrabaghali Kishen Shinde	11-10-1968
6. Smt. Ginianbai Govind Shine	27-9-1968
7. Smt. Vitbabai Kashiram Shinde	11-10-1968
8. Smt. Laxmibai Niverthi Gaikwad	27-9-1968
9. Smt. Subhadrabai Vaiznath Bhosle	27-9-1968
10. Smt. Rahibai Tulsiram Kamble	11-10-1968
11. Miss Nagarbai Jalba Gaikwad	11-10-1968
12. Smt. Narsabai Raghunath Kamble	11-10-1968.”

[No. 36/23/69-LR. IV.]

New Delhi, the 10th October 1969

S.O. 4204.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Banderchua Mica Mine of Messrs Eastern Manganese and Minerals Limited, Domchanch, District Hazaribagh, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

“Whether the action of the management of Messrs Eastern Manganese and Minerals Limited, Domchanch, in dismissing from service Shri Somar Gope and Shri Rohan Singh, Hand Drillers of Bandar Chua Mica Mine with effect from the 13th September, 1968, was justified? If not, to what relief are the workmen entitled?”

[No. 20/6/69-LR. IV.]

New Delhi, the 13th October, 1969

S.O. 4205.—Whereas an industrial dispute exists between the employers in relation to the management of Korba Colliery of Messrs National Coal Development Corporation Limited, Post Office Korba Colliery, (District Bilaspur) Madhya Pradesh and their workmen represented by the Khadan Mazdoor Union.

And whereas the said employers and their workmen have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 16th September, 1969.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Names of the Parties

Representing Employers.—Shri R. K. Verma, Manager, Manikpur Colliery, N.C.D.C. Ltd., P.O. Korba (Distt. Bilaspur) MP:

Representing Workmen.—Shri H C. Banerjee, Secretary, Khadan Mazdur Union, P.O. Korba Colliery (Dt. Bilaspur) MP.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri G. J. Rosario, Controller of Stores, National Coal Development Corporation Ltd., Darbhanga House, Ranchi.

(i) *Specific matters in dispute.*—“Whether there has been non-observation of Stores Manual (Cadre Scheme) for N.C.D.C. Limited in the matter of promotion of Shri N. C. Ghosh, Store-Keeper, Regional Stores, National Coal Development Corporation Ltd., Korba and whether any wrongful promotion has been given to his juniors by superseding his claim? If the answer is in affirmative partly or in full what relief is the workman entitled?”

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Employers in relation to Regional Stores, Korba of M/s. National Coal Development Corporation Limited, P.O. Korba Colliery (District Bilaspur) and their workmen as represented by Khadan Mazdur Union, P.O. Korba Colliery (District Bilaspur) M.P.

(iii) *Name of the workman in case he himself is involved in the dispute or the name of the union, if any, representing the workman or workmen in question.*—Khadan Mazdur Union (AITUC), P.O. Korba Colliery (Distt. Bilaspur) M.P.

(iv) *Total Number of workmen employed in the undertaking affected.*—50.

(v) *Estimate number of workmen affected or likely to be affected by the dispute.*

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned the reference to

arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing Workmen
(Sd.) H. C. BENERJEE,

Representing Employers.
(Sd.) (R. K. VERMA)
31-7-1969.

Witnesses:
1. (Sd.) P. S. RAU,
31-7-1969.

2. (Sd.) A. D. MATHUR
31-7-1969.

Bilaspur,
Dated the 31st July, 1969.

(Sd.) A. S. GUPTA,
31-7-1969
Asstt. Labour Commissioner (Central),
Bilaspur.

[No. 5/26/69-LR.II.]
P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 8th October 1969

S.O. 4206.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3948 dated the 30th October, 1968, the Central Government, having regard to the location of the Vaccine Institute, Nagpur, in an implemented area, hereby exempts the said institute from the payment of employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 4th September, 1969 upto and inclusive of the 3rd September, 1970.

R

[No. F.6(71)/69-HI.]

S.O. 4207.—Whereas the Central Government, having regard to the location of the Bangalore Dairy, Bangalore in an implemented area granted exemption to the said dairy by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), No. S.O. 1000, dated the 10th March, 1969, from the payment of the employer's special contribution leviable under Chapter VA of the said Act for the period upto and inclusive of the 31st December, 1969;

And whereas the employees of the said dairy are no longer entitled to medical benefits under the Mysore Government (Medical Attendance) Rules, 1963, since 1st April, 1969;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby withdraws the exemption granted in respect of the said dairy with effect from the 1st April, 1969.

[No. F.6/15/69-HI.]

New Delhi, the 9th October 1969

S.O. 4208.—Whereas in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 248, dated the 9th January, 1969, published at page 336 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 18th January, 1969, the Central Government cancelled the exemption granted to Messrs Bery Brothers, 135-Canning Street, Calcutta, under sub-section (1) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952);

And whereas the name of the said establishment "Messrs. Bery Brothers, 135-Canning Street, Calcutta" has been changed into "Messrs. Bery Machinery Manufacturers Private Limited, 135-Canning Street, Calcutta";

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the Employees' Provident Funds Act, 1952, the Central Government hereby makes the following amendment in the said notification, namely:—

In the first paragraph of the preamble to the said notification, for the words and figures "Messrs. Bery Brothers, 135-Canning Street, Calcutta", the words and figures, "Messrs. Bery Machinery Manufacturers Private Limited, 135-Canning Street, Calcutta" shall be substituted.

[No. 11/76/67-PF. II.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 8th October 1969

S.O. 4209.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Punjab National Bank Limited and their workmen, which was received by the Central Government on the 4th October, 1969.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Camp at Allahabad.

Dated the 17th September 1969

PRESENT:

Shri G. C. Agarwala, Presiding Officer.

CASE REF. No. CGIT/LCIR(29)/1969

PARTIES:

Employers in relation to the Punjab National Bank Limited

Versus

Their workman represented through the Association of the Punjab National Bank Employees Madhya Pradesh, 2 Kabootar Khana, Indore (M.P.).

APPEARANCES:

For Bank	..	None
For workmen	..	None

INDUSTRY: Bank.

DISTRICT: Ujjain (M.P.)

AWARD

By Notification No. 23/55/69-LRIII dated 21st June 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute to this Tribunal, for adjudication, as stated in the schedule to the order of reference.

Matter of Dispute

Whether in terms of their notice dated the 4th December, 1968, the management of the Punjab National Bank Limited was justified in changing the service conditions of Shri Behrul Bahti, Cash Peon-cum-Bill Collector at the Ujjain Branch with effect from the 25th December, 1968? If not, to what relief is the workman entitled?

The dispute was raised by the Association of Punjab National Bank Employees with regard to an allowance which the Bank had been paying to the workman concerned as Cash Peon-cum-Bill Collector. On failure of conciliation the dispute was referred for adjudication to this Tribunal. After the reference was received written statements of both sides, namely, the Bank and the Union, were received. Subsequently, however, the Union intimated vide Annexure 'A' that the dispute

has been settled inasmuch as the Bank has agreed to pay the Bill Collector's Allowance and has restored the original designation of Bill Collector. In view of this, the dispute was not pressed by the Union. The Bank sent no communication. The dispute, therefore, having been resolved a 'No dispute award' is accordingly recorded.

(Sd.) G. C. AGARWALA,
Presiding Officer.
17-9-1969.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
1600, WRIGHT TOWN, JABALPUR

I.D. No. 23/55/69-LRII

In the matter of Industrial dispute

BETWEEN

The management of Punjab National Bank B/o Ujjain

AND

Its workmen : Case of Shri Behrulal Bahti, Cash-Peon-cum-Bill Collector as represented by the Association of Punjab National Bank Employees, (2) M. P. Bank Karamchari Sangh, Indore and (3) All India Punjab National Bank Employees Association, Delhi-6.

It is submitted:-

1. That statement of claims have been filed by both the parties.
2. That after the reference the management withdrew its earlier decision and restored the subject to his original designation of Bill Collector.
3. That the management has now agreed to pay Shri Behrulal Bahti Bill Collector's allowance with all other benefits admissible thereon for the period 25th December 1968 to 1st June 1969 the period when he was reverted to the position of Cash Peon.
4. That in view of management having agreed to the demands of the Union the said dispute may kindly be treated as settled, and award be passed accordingly.

(Sd.) M. L. Sabharwal,
General Secretary,
Association of the Punjab National Bank
Employees, 2, Kabootarkhana,
Indore.

Dated the 5th September 1969.

Accepted.

(Sd) Behrulal Bahti (In Hindi)
5-9-1969

Part of Award

(Sd.) G. C. Agarwala,
Presiding Officer.

Central Govt. Industrial Tribunal-
cum-Labour Court, Jabalpur.
Camp at Allahabad.

17-9-1969.

[No. 23/55/69/LRIII.]

New Delhi, the 9th October 1969

S.O. 4210.—Whereas the Central Government, being satisfied that the public interest so required, had declared by a notification made in pursuance of the provisions of the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), [being the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1682, dated the 14th April,

1969], the service in the uranium industry, to be a public utility service for the purpose of the said Act for a period of six months from the 20th April, 1969;

And whereas the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 20th October, 1969.

[No. 1/69/69-LRI.]

S.O. 4211.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the National and Grindlays Bank Limited and their workmen, which was received by the Central Government on the 6th October, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 51 OF 1969

PARTIES:

Employers in relation to the National and Grindlays Bank Limited,
AND
Their Workmen

PRESENT:

Shri B. N. Banerjee—*Presiding Officer.*

APPEARANCES:

On behalf of Employers—Shri M. S. Bala with Sri A. Roy Chowdhury.
On behalf of Workmen—Sri A. D. Singh, General Secretary, National and Grindlays Bank Staff Union.

STATE: West Bengal

INDUSTRY: Banking.

AWARD

By Order No. 23/37/69/LRIII, dated June 26, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the following industrial dispute between the employers in relation to the National and Grindlays Bank Limited and their workmen, to this Tribunal, for adjudication, namely:

"Whether the action of the management of the National and Grindlays Bank Limited, Calcutta, in appointing Shri Robert Osta as a driver with effect from the 1st November 1968 ignoring the claims of other eligible candidates already in employment in the Bank was justified? If not, to what relief are the affected workmen entitled?"

2. Parties filed their written statement and argued the case to-day for some time. As the argument proceeded, it was understood that the nature of the dispute was such as did not merit a fight. Thereupon the parties filed a petition of compromise settling the dispute amicably and prayed for an award in terms of the settlement. Since the parties have settled their dispute, I pass an award in terms of the settlement. Let the terms of compromise form part of this award.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, October 3, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 51 OF 1969

PARTIES:

Employers in relation to the National and Grindlays Bank Ltd.

AND

Their Workmen

The parties above named most respectfully.

SHEWETH:

That the above dispute has been amicably settled between the parties and it is agreed:

- (a) that Sri Ram Singhasan Singh and Sri J. V. Michael, respectively Cycle-peon in the Chowringhee (Lloyds) Branch, now at 41-Chowringhee, and peon in the Chittaranjan Avenue Branch of the National and Grindlays Bank Ltd. will be kept in the waiting list of drivers.
- (b) that in case and when there occurs any vacancy in the post of a driver in the Chowringhee (Lloyds) branch of the National and Grindlays Bank Ltd., the case of the two persons above named will be considered along with the applications of other applicants, who may apply for the post.
- (c) that the above clauses do not restrict the right of the above named two persons from applying for the post of a driver wherever it may arise in the National and Grindlays Bank Ltd.
- (d) that liberty is reserved to the management to appoint the most suitable person amongst the applicants, including the above named two persons.

The parties, therefore, most respectfully pray that an award in terms of the settlement may kindly be given and for this the parties as in duty-bound will remain ever pray.

M. S. BALA,
for the Bank

Dated, October 3, 1969.

A. D. SINGH,
for the Union

3-11-1969.

[No. 23/37/69-LRIII.]

ORDERS

New Delhi, the 7th October 1969

S.O. 4212.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the National and Grindlays Bank Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of the National and Grindlays Bank Limited, Calcutta in holding a test for the recruitment of staff for the clerical cadre at St. Xavier's college on 24th November, 1968 without giving notice to all the workmen is justified? If not, to what relief are the workmen entitled?

[No. 23/62/69-LRIII.]

New Delhi, the 8th October 1969

S.O. 4213.—Whereas the Central Government is of opinion that an industrial dispute exists between the employees in relation to the South India Insurance Company Limited, Calcutta and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

Whether the management of South India Insurance Company Limited, Calcutta was justified in terminating the services of Shri D. S. Puri with effect from the 1st October, 1968, subsequently re-employing from the same date and finally terminating his services with effect from 31st December, 1968. If not, to what relief is the workman entitled?

[No. 40/10/69-LRI.]

New Delhi, the 10th October 1969

S.O. 4214.—Whereas the industrial dispute specified in the Schedule hereto annexed is pending before Shri A. Panchaksharaiah, Presiding Officer, Industrial Tribunal, Bangalore;

And whereas Shri A. Panchaksharaiah has retired and his services are no longer available;

Now, therefore, in exercise of the powers conferred by section 7A, and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri B. M. Jayamahadeva Prasad as the Presiding Officer, with headquarters at Bangalore, withdraws the proceedings in relation to the said dispute from Shri A. Panchaksharaiah and transfers the same to the said Industrial Tribunal, Bangalore, for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl. No.	Parties to the dispute	Order No. and date of publication	S. O. No. of Gazette and year of publication
1.	Canara Bank Limited and their workmen.	51(13)/66-LRIV dated 15th October, 1966.	3242/66.

[No. 51/13/66/RIV/LRIII.]

S.O. 4215.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the National and Grindlays Bank Limited, Madras and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Thiru A. Varadarajan shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the Branch of the National and Grindlays Bank Limited, at Madras is justified in refixing the seniority of the four employees named below, counting their service from the date of their actually joining the Madras Branch only, in contravention of the assurance given to them (vide communications No. nil dated the 8th August, 1960, from

the Joint Chief Manager, Lloyds Bank Limited, Calcutta addressed to the Managers of Bank and letter dated the 22nd November, 1960 of the Joint Chief Managers of the Lloyds Banks Ltd., Calcutta and the National and Grindlays Bank Limited, addressed to the employees)? If not, to what relief are the workmen entitled?

"Names of the Employees"

1. I. Kannan. 2. A. Rawoof. 3. R. V. Perumal and 4. G. K. Nayar.

[No. 23/64/69/LRIII.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

ORDER

New Delhi, the 3rd October, 1969

S.O. 4216.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of M/s. Jeena & Company, Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of M/s. Jeena & Company, Bombay-1, in dismissing Shri R. M. Vagal, Custom Clerk from their services with effect from the close of the working hours of 8th January, 1969, was justified? If not to what relief is the workman entitled ?

[No. 28/41/69-LWI-III.]

C. RAMDAS, Dy. Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 8th October 1969

S.O. 4217.—In exercise of the powers conferred by Sub-section (I) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (No. 44 of 1954), the Central Government hereby appoints Shri H. K. Dhawan, Asstt. Custodian in the Office of the Asstt. Settlement Commissioner Incharge, Bombay, as Asstt. Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act.

[No. 11(11)AP/59.]

A. G. VASWANI,
Settlement Commissioner (A) &
Ex-officio Under Secy.

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Mines and Metals)

New Delhi, the 4th October, 1969

S.O. 4218.—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of

1957), and of all powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 1986, dated the 16th June, 1965.

[File No. C2-20(17)/62.]

S.O. 4219.—Whereas by the notification of the Government of India in the Late Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 1987 dated the 16th June, 1965, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands and rights in the locality specified in the schedule appended to that notification :

And whereas the competent authority in pursuance of section 3 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report and after consulting the Government of Bihar is satisfied that—

- (a) the lands measuring 365.00 acres (approximately) or 147.83 hectares (approximately) described in Schedule 'A' appended hereto; and
- (b) the right to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 111.00 acres (approximately) or 44.96 Hectares (approximately) described in Schedule 'B' appended here;

should be acquired.

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 365.00 acres (approximately) or 147.83 hectares (approximately) described in the said Schedule 'A' and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring in 111.00 acres (approximately) or 44.96 hectares (approximately) described in the said Schedule 'B' are hereby acquired.

The plans of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Limited (Revenue Section) Darbhanga House, Ranchi.

SCHEDULE "A"

BLOCK-II

East Bokaro Coalfield.

SUB-BLOCK—I

'ALL RIGHTS'

Drg. No. Rev/8/69, dated 21-7-1969.
(Showing Lands acquired)

Serial No.	Village	Thana	Thana No.	District	Area	Remarks
1	Hazari	Gumia	112	Hazaribagh	Part	
2	Palani	Gumia	119	Hazaribagh	Part	
3	Bandh	Gumia	118	Hazaribagh	Part	
4	Mahlibandh	Gumia	113	Hazaribagh	Part	
5	Gobindpur	Nawadih (Berma)	15	Hazaribagh	Part	
6	Bermo	Nawadih (Berma)	18	Hazaribagh	Part	
7	Borea	Nawadih (Berma)	115	Hazaribagh	Part	
TOTAL		Area or	365.00 147.83	Acres (approximately) Hectares (Approximately)		

Plot Numbers acquired in village Hazari

864(P), 1041, 2746, 3029 and 3122.

Plot numbers acquired in village Palani
1 and 444.*Plot Number acquired in village Bandh*
1.*Plot Numbers acquired in village Mahlibandh*
1 and 489 (River).*Plot Numbers acquired in village Gobindpur*
92, 1923, 1924, 2763, 2771 and 2772 (P).*Plot Number acquired in village Bermo*
207.*in village Borea*
1(P).*Boundary Description of Sub-Block—I.*

- A—B Line passes along the part central line of River Kunar i.e., along the part common boundary of village Sawang, Gobindpur, Hazari and Gobindpur and meets at point 'B'.
- B—C Line passes through plot number 864 (River Kunar) in village Hazari and meets at point 'C'.
- C—D Line passes along the part Right Bank of river Kunar in village Hazari and meets at point 'D'.
- D—E Line passes along the left bank of River Bokaro in village Hazari and meets at point 'E'.
- E—F Line passes through river Bokaro (which is part common boundary of villages Hazari and Khudgara) and meets at point 'F'.
- F—G Line passes along the part Central line of River Bokaro (which is also the common boundary of villages Palani and Khudgara) and meets at point 'G'.
- G—H Line passes through river Bokaro (which is also the part common boundary on villages Palani and Saram) and meets at point 'H'.
- H—I Line passes along the part right bank of River Bokaro in villages Palani, Bandh and Mahlibandh and then along the right bank of Kunar River in villages Mahlibandh, Borea and meets at point 'I'.
- I—J Line passes through plot number 1 (River Kunar) in village Borea and meets at point 'J'.
- J—K Line passes along the part central line of river Kunar i.e., along the part common boundary of villages Borea and Gobindpur, along common boundary of villages Jarangdih and Gobindpur and common boundary of villages Jarangdih and Bermo and meets at point 'K'.
- K—L Line passes through river Kunar (which is also part common boundary of villages Jarangdih and Bermo and meets at point 'L'.
- L—M Line passes along the part left bank of River Kunar in villages Bermo and Gobindpur and meets at point 'M'.
- M—N—O Lines pass along the part left bank of River Kunar in village Gobindpur and meet at point 'O'.
- O—A Line passes through plot Number 2772 (River Kunar) in village Gobindpur and meets at point 'A'.

SCHEDULE-'B'

SUB-BLOCK-II

Drg. No. REV/8/69 Dated 21-7-1969.
 (Showing lands where rights to
 mine, quarry, bore, dig and
 search for win, work and carry
 away minerals are acquired).

MINING RIGHTS'

Serial number	Village	Thana	Thana No.	District	Area	Remarks
		Gumia		Hazaribagh		Part
i	Hazari					
Total area Or:			111.00 acres (Approximately)			
			44.96 Hectares (Approximately)			

Plot Nos. acquired in village Hazari :

880(P), 882(P), 884, 885(P), 886, 887, 888(P), 889(P), 890(P), 900(P), 902(P), 903(P), 904(P), 905(P), 907(P), 913(P), 914(P), 915 to 934, 935(P), 936(P), 939(P), 940(P), 973(P), 974(P), 975(P), 976, 978(P), 979(P), 980, 981(P), 990(P), 991(P), 992, 993(P), 994, 995, 996, 997(P), 998 to 1028, 1029(P), 1146(P), 1147(P), 1148 to 1159, 1160(P), 1161, to 1172, 1173(P), 1174(P), 1179(P), 1180(P), 1181(P), 1191(P), 1208(P), 1216(P), 1217 P) 1218 to 1232, 1233(P), 1234(P), 1235 to 1348, 1349(P), 1350(P), 1351(P), 1352, 1353(P), 1354 to 1384, 1385(P), 1390(P), 1391(P), 1392(P), 1393, 1394, 1395, 1396(P), 1397, 1398(P), 1399, 1400, 1401(P), 1405(P), 1467, 1468(P), 1469 to 1481, 1482(P), 1484(P), 1485(P), 1528(P), 1531(P), 1532, 1533, 1534(P), 1535(P), 1911(P), 1912, 1913(P), 1914(P), 1915(P), 1917(P), 1918(P), 1919, 1920, 1921, 1922, 1923, 1924(P), 2690(P), 2700(P), 2701(P), 2702(P), 2705(P), 2736 to 2713, 2715(P), 2716(P), 2717, 2718(P), 2719(P), 2785(P), 2786(P), 2787(P), 2804(P), 2805(P), 2806(P), 2807 to 2837, 2838(P), 2839(P), 2840(P), 2841, 2842, 2843, 2844(P), 2845(P), 2846(P), 2878(P), 3125 and 3126.

Boundary Description of Sub-Block-II.

P—Q—R Lines pass through plot nos. 885, 889, 888, 890, 880, 900, 902, 903, 904, 905, 907, 914, 913, 1353, 1534, 1531, 1528, 1482, 1484, 1485, 1468, 1349, 1468, 1350, 1351, 1353, 1385, 1391, 1390, 1392, and 1405, in village Hazari and meet at point 'R'.

R—S Line passes through plot Nos. 1405, 1396, 1398, 1401, 1911, 1914, 1915, 1918, 1917, 1913, 1924, 2690, 2700, 2701, 2702, 2705, 2718 and 2719 in village Hazari and meets at point 'S'.

S—T Line passes through plot Nos. 2719, 2718, 2716, 2715, 2785, 2786, 2787, 2804, 2806 upto Eastern boundary of plot No. 2806 in village Hazari and meets at point 'T'.

T—U—P Lines pass through plot Nos. 2805, 2878, 2838, 2839, 2840, 2844, 2845, 2846, 2690, 1234, 1233, 1216, 1217, 1208, 1181, 1179, 1173, 1179, 1174, 1173, 1191, 1160, 1191, 1146, 1147, 1029, 991, 993, 990, 981, 997, 979, 978, along the Eastern boundary of plot No. 976 through plot Nos. 975, 973, 939, 940, 939, 936, 935, 880, 882 and 885 in village Hazari and meet at starting point 'P'.

[No. F. C2-20(17)/62.]

New Delhi, the 6th October 1969

S.O. 4220.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the office of the National Coal Development Corporation Limited, (Revenue Section), Darbhanga House, Ranchi or at the Office of the Deputy Commissioner, Hazaribagh or at the office of the Coal Controller, 1-Council House Street, Calcutta.

All persons interested in the lands mentioned in the said Schedule shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer of the National Coal Development Corporation Ltd., Darbhanga House, Ranchi within 90 days from the date of publication of this notification.

SCHEDULE

SARAM BLOCK—'B' (EAST BOKARO COALFIELD)

Drawing No. Rev/11/68 Dated 1-8-1968

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks.
r.	Hazaribagh	Gumia	112	Hazaribagh		Part.
					Total area : 75.00 Acres (Approximately or : 30.38 hectares).	

Boundary Description:

A-B. line passes through village Hazari i.e., along the part common boundary of Sawang Colliery and meets at point 'B'.

B-C-D. lines pass through village Hazari i.e., along the part common boundary of Bokaro Block-II, notified u/s. 7(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 1987 dated 16th June, 1965, and meet at point 'D'.

D-A. line passes along the part central line of Kunar River i.e., along the part common boundary of villages Hazari and Gobindpur [which is also the part common boundary of Bokaro Block-II, notified u/s. 7(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 1987 dated 16th June, 1965] and meets at point 'A'.

[No. F. C2-12(6)/68.]

K. SUBRAHMANYAN, Under Secy.

MINISTRY OF TOURISM AND CIVIL AVIATION

New Delhi, the 11th October, 1969

S.O. 4221.—In exercise of the powers conferred by rule 5A of the Public Premises (Eviction of Unauthorised Occupants) Rules, 1958, the Central Government hereby directs that, with effect from the date of publication of this notification in the Gazette of India, the proceedings under the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958) against Shri Parkash Rai, Proprietor, Raffles Restaurant, Palam Airport, New Delhi-10, pending before the Controller of Aerodromes, Delhi Region, New Delhi, shall be transferred to Shri S. K. Godbole, Deputy Director of Air Routes and Aerodromes in the Directorate General of Civil Aviation, New Delhi, for disposal.

[No. 19-VB(23)/69.]

P. PRASAD, Under Secy.